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VOL. L., No. 48.

The Solicitors' Journal.

LONDON, SEPTEMBER 29, 1906.

The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Current Topics.

The Straits Settlement Arbitration.

VISCOUNT ST. ALDWYN, the umpire appointed in the recent arbitration between the Tanjong Pagar Dock Co. and the Government of the Colony of the Straits Settlement, has appointed Mr. EDWARD SHEARME, one of the Masters of the Supreme Court, as sole referee to tax the costs of such arbitration, which are payable by the said government.

The Vacation Court.

A SOMEWHAT heavier list had to be dealt with by Mr. Justice BARGRAVE DEANE at the last sitting of the Vacation Court than on the previous occasion, thirty-one matters being down for hearing, in addition to *ex parte* motions. In the case of *The Goldfields of Matabelerland (Limited)*, a petition to wind up, the judge arranged a special sitting for Monday next. Even with the list thus lightened, the court did not rise till 5.15.

Solicitors' Accounts.

WE PRINT elsewhere an account, which appears in this week's issue of *Truth*, of a Bill for the Amendment of the Solicitors Acts, which is stated to have been laid before the Board of Trade Committee on the Bankruptcy Acts. We must assume that our contemporary makes the statement on reliable information, since the matter comes to our notice too late for us, at this time of the year, to obtain any verification of it. If it is correct, it would appear to be proposed that a solicitor should be compelled, under heavy penalties, to pay all moneys received by him "for or on behalf of any person" to a general or separate trust account at a bank; that the solicitor is, not less than twice in every year, to send to the Board of Trade, or as they direct, an account in duplicate of his receipts and payments of moneys received by him on account of every such person, verified by a statutory declaration, and that the Board of Trade are to cause the accounts to be audited and vouchers to be furnished by the solicitor, including, if required, the production and inspection of his books or accounts. We abstain for the present from comment on these proposals, further than to say that we fail to understand how the amendment of the Solicitors Act can be within the scope of the committee's inquiry, and that, while we believe solicitors in general would welcome any regulations of their own governing body tending to the security of trust moneys, we imagine that they will not consent to become the wards of a Government department.

Enrolment of Assignments, &c., of Crown Leases.

MANY of our readers will be glad to see that by the Crown Lands Act, 1906, which we printed last week, a burdensome formality is abolished. It is provided that "no assignment of any lease of any part of the possessions and land revenues of the Crown under the management of the Commissioners of

Woods, and no instrument affecting the devolution of any such lease, shall, after the passing of this Act, be enrolled in the office of Land Revenue Records and Enrolments, and any covenant contained in any such lease requiring any such assignment or instrument to be so enrolled is hereby annulled." The formality of enrolment was required by section 63 of the Crown Lands Act, 1829; and section 6 of the Crown Lands Act, 1851, as regards all deeds relating to Crown lands sold, leased, or exchanged, provided for their enrolment in the office of Land Revenue Records and Enrolments, as well as for entry in the office of the Commissioners of Woods. It will be seen that the relief afforded is only partial, and the original leases will still apparently require to be enrolled and entered as before.

The Rating of Chattels.

It is stated that the Lewisham Borough Council is calling a conference of the various metropolitan boroughs with the object of obtaining legislation to enable the boroughs to compel omnibuses to pay rates. The law by which the occupiers of land and houses in the parish are assessed to the poor rate on the annual value of their property and no account is taken of stock-in-trade, household furniture, or stocks and shares, is, as is well known, maintained by expiring Acts, and may be taken to be inconsistent with the proper interpretation of the Statute of Elizabeth. But, so far as our rural districts are concerned, there would be much inconvenience in a complete change of the law. It would be necessary to convert the poor rate into something in the nature of an income tax—an impost which is always unpopular. But the same objection does not apply to a partial amendment of the law, such as the assessment of the proprietors of motor omnibuses to the poor rate. Tramway companies, who are saddled with many expenses from which motor companies are free, are rated as occupiers of the land on which their rails are placed. The tramway must be kept in repair by its owners, while the proprietor of the motor omnibus makes no extra payment in respect of the extra wear and tear caused by his ponderous vehicle. The change in the law would also command the sympathy of railway shareholders, since the railways are the largest ratepayers in all the boroughs, and have to maintain roads for the use of their competitors, the omnibuses.

Marginal Notes to Statutes.

WE REFERRED recently (*ante*, p. 693) to the rule, which we imagined to be well established, that, in construing Acts of Parliament, no attention is to be paid to marginal notes, and this rule was acted on by LAWRENCE, J., in the case of *Green v. De Beauvais* (*ante*, p. 715), which we were then discussing. With reference to the marginal note to section 69 of the Ecclesiastical Dilapidations Act, 1871, the learned judge was of opinion that it could not be used to enlarge the words of the section. We have since noticed, however, that COLLINS, M.R., has on two occasions referred to the marginal note to section 11 of the Licensing Act, 1902, to explain the scope of the section. The note runs, "Control of justices over structure of licensed premises," and the section provides for the making of alterations in the premises. In *Bushell v. Hammond* (52 W. R. 453; 1904, 2 K. B. 563) a question arose as to the nature of the alterations to which the section referred—whether they must be structural or no—and the Master of the Rolls, in commenting on the section, commenced by reading the side-note, to which he thought it was permissible to refer. And he adopted a similar course in *Smith v. Justices of Portsmouth* (54 W. R. 598), to which we referred last week, and where it was necessary to decide definitely whether alterations within the meaning of the section must be structural alterations. "We must," he said, "read the whole section together and, in my opinion, it deals all through with a physical alteration in the premises. The side-note to the section uses the words 'control of justices over structure of licensed premises,' and the words 'structural alteration' occur in the section itself." In both cases, therefore, the Master of the Rolls had recourse to the marginal note to the statute, and this must be remembered in future when reference is made to *Sutton v. Sutton* (22 Ch. D., at p. 573) as an authority against this course.

The Report of the Irish Land Commission.

THE REPORT of the Estates Commissioners under the Irish Land Act, 1903, for the year ending the 31st of March, 1906, and for the period from 1st of November, 1903, to 31st of March, 1906, which has just been issued, is interesting as setting out many of the difficulties encountered by the commissioners in carrying out the provisions of the Act, and as disclosing the fact that a difference of opinion existed—and, indeed, still exists—among the commissioners as to how far the general policy of the Act, apart from the actual wording of the regulations and instructions issued under it, could properly be taken into account in interpreting the language of the Act as it affected the work of the commission. One point discussed is the question of the proper method by which the value of a holding as security to the Government for advances is to be determined. It is pointed out that there is practically only one buyer for the holding—namely, the occupier; there is, therefore, no free market for the sale of the property offered as security, and thus no means of ascertaining its selling value. The commissioners say it appears to them that it is not practically possible to consider the question of security otherwise than by considering the probability of the payment of the annuity by the purchaser, the annuity being compared for this purpose with the estimated present fair rent, and due regard being had to the fact that the fair rent can be revised every fifteen years. It is also pointed out that there is a great difference between security and price, the former depending on the value of the holding as it stands and the latter on the interest of the vendor therein which he proposes to sell. The most important inquiry suggested by the report to the general lawyer, is whether the annuity, which "has to be paid unchanged for sixty-eight years," will be duly paid during those sixty-eight years, and what will be the position of things in Ireland in sixty-eight years' time?

Motor Carriages and the Common Law.

IT HAS BEEN scarcely possible for some months to take up a newspaper without seeing in it some letter or paragraph relating to the annoyance to the community at large from the increase in the use of motor carriages. Questions are raised upon the construction of the existing Motor Acts and suggestions are made as to future legislation abridging the rights of the owners of motor vehicles. We cannot remember, however, to have read anywhere a discussion of the question how far the use of motor carriages upon a public highway is authorized by the common law? The question may be stated in another form, Does the common law impose any check upon the speed of vehicles using a public highway? So long as the speed of a motor carriage does not exceed that of a carriage drawn by horses, it is not likely that objection would be taken to traction by machinery, unless perhaps the working of machinery produced a noise calculated to frighten horses using the road. But assuming that there is no objection on the score of noise, would the common law tolerate a vehicle which ran at the speed of the express on a railway, say at fifty miles an hour? The rule would appear to be that one vehicle must not maintain a speed which is calculated to impede ordinary traffic or to cause material discomfort to those in charge of ordinary vehicles. As to the interference with pedestrians who are walking upon the causeway, the matter is not so clear. It has been contended that they ought always to keep to the footpath, but the common practice in rural districts is for foot passengers to use the carriage road, and we are not aware of any illegality in this practice. In the early history of many of our highways there was probably no footpath, and the acquisition of a footpath by long and uninterrupted user of the adjoining land cannot be taken to be evidence of an abandonment by the pedestrian of his right to walk upon the carriage way. If the conclusion from these premises is that vehicles running at the speed usually maintained by motor vehicles are a nuisance at common law, it will then remain to be considered whether the statutes relating to motors, and to summary proceedings against their owners or drivers, shew any intention to abrogate the ancient rules which regulate the use of the King's highway.

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Trust Investments.

AN INTERESTING point as to the construction of section 5 (4) of the Trustee Act, 1893, was decided by SWINFEN EADY, J., in *Re Tattersall* (54 W. R. 603). The Local Loans Act, 1875, authorizes the creation of debentures charged on the rates, and it uses the term "nominal debenture" to denote a debenture in which the principal sum is made payable to a person named therein. The Trustee Act, 1893, by section 5, confers various special powers of investment on trustees, and by subsection 3 enacts that a trustee having power to invest money in debentures or debenture stock of any railway or other company may, unless the contrary is expressed in the instrument authorizing the investment, invest in any nominal debentures issued under the Local Loans Act, 1875. In *Re Tattersall* the question arose whether nominal debentures were an authorized investment under a will. The will contained no express power to invest in railway debentures or debenture stock, but section 5 (3) does not state that the power there referred to must be conferred by the trust instrument. The general power of investment contained in section 1 of the Act may in certain instances be exercised by investing in debentures, and it was contended that this gave the necessary power upon which to ground the further power of investing in nominal debentures conferred by section 5 (3). Section 1 provides that a trustee may, unless expressly forbidden by his trust instrument, invest, (g) in the debenture railway stock of any railway company in Great Britain or Ireland which has for ten years paid at least £3 per cent. on its ordinary stock. This restricted power, as SWINFEN EADY, J., pointed out, is not a power to invest money in the debentures of any railway company such as seems to be referred to in section 5 (3), and hence it was doubtful whether the general power of section 1 could in any case supply the power required to make section 5 (3) applicable. But, apart from this, there are strong reasons for construing section 5 as depending upon an express power in the instrument of trust. Such express power is clearly contemplated by sub-section 4, which relates to securities in the Isle of Man, and, moreover, if the power to invest in nominal debentures depended only on the statute, it would naturally have been included among the powers enumerated in section 1. It may be noticed that the marginal note to section 5 is "Enlargement of Express Powers of Investment," and this would have afforded a ready guide to the construction of the section, had the learned judge felt at liberty to refer to it. But his judgment does not suggest that he regarded this as permissible.

Criminal Libels.

WE OBSERVE that some newspaper writers, after denouncing with just indignation the atrocious libels of which Lady GWENDOLEN CEIL was the victim, go on to suggest that our law might be amended by introducing some more speedy or summary method than exists at present of punishing the libeller and shewing how baseless are the charges which he has recklessly circulated. But we have great difficulty in adopting this suggestion. Anyone familiar with the proceedings of the criminal courts is well aware that persons of disordered mind or extraordinary malignancy of temper, after brooding over some imaginary grievance, are not always content with libelling the unfortunate person who is the subject of their hatred, but occasionally resort to murder or murderous violence. It could hardly in the latter case be contended that the law is too tardy in its operations, and that unprovoked violence should be punished by means of a special and exclusive procedure. We are strongly disposed to think that in a case like that of Lady GWENDOLEN CEIL the guilt of the libeller is to some extent shared by those who, in their appetite for slander and gossip, wantonly increase the burden laid on those who are so shamelessly traduced. It would indeed appear that there are a large number of persons who, either from ill-nature or the craving for something to break the monotony of their lives, find their chief pleasure in circulating reports affecting the character of any person well known to their neighbours, and suffer much disappointment when it is shewn that these charges are unfounded.

Securities to Bearer.

WE HEAR that the weakness of English railway stocks on the

Stock Exchange has led to suggestions that an Act of Parliament should be introduced permitting all British railways to issue securities to bearer, as well as registered stocks. The cautious investor has in England a strong prejudice against securities to bearer, thinking that they are hardly safer than gold coin or bank notes stored in his dwelling-house, while he is apt to think that registered securities are wholly free from risk. But we think that this feeling is somewhat exaggerated. Negligence with regard to the certificates of registered stock—which is common enough—may involve the stockholder in expensive litigation, while the holder of securities to bearer who lodges them with one of the leading banks has little to fear. If he is still anxious, he may insure his property at a trifling cost. It may also be observed that the most prudent investors in the United States, including members of the Civil Service and ladies, are accustomed to invest their money in securities to bearer. A lawyer can easily point out the risk attaching to these securities even when deposited in a bank. The securities may be stolen from the bank, and the bank may contend that there was no lack of reasonable care in guarding them from theft, or the bank itself may become insolvent having misappropriated the securities. But these risks will not go for much with a large proportion of those persons who are familiar with business.

Rate Collectors and Their Accounts.

CASES ARE from time to time reported in the newspapers in which overseers of parishes, or treasurers of friendly societies, are convicted of misappropriating the moneys which they are employed to collect. One would expect that when a trust must be reposed in the person who exercises an employment, great pains would be taken, not only to inquire into his past character, but also to watch his mode of life and expenditure after his employment has commenced. In a case recently decided by a court of summary jurisdiction in Sussex, it appeared that the collection and deposit book of the defendant, a rate collector, had not been properly or regularly kept, the last entry having been made in September last year. An explanation of this laxity of supervision is perhaps to be found in the fact that a guarantee society had insured to the amount of £200 the due performance of his duties by the defendant. We entirely agree in the condemnation by the chairman of petty sessions of the system, only too commonly adopted by responsible overseers, of not seeing that their collector keeps his books in proper order at short intervals of time. By such negligence of inspection they open the door to fraud of every kind and hold out grave temptation to men who have got into difficulties.

A Bear in the Streets of London.

THE STORY of how a favourite bear belonging to one of the regiments of Life Guards squeezed through the bars of its cage; was pursued through several streets in the neighbourhood of King's Cross, and was only captured after he had bitten five persons, may be read with amusement in the dull season of the year, especially as it does not appear that anyone was seriously injured. But the law of England shews little regard for the owners of favourite bears, making them liable for the safe custody of these animals and to make compensation for any injury done by them to bystanders without proof of the *scienter*, as required in the case of dogs. It was at one time the custom for many of the aristocracy and country gentlemen to maintain on their estates beasts and birds of a fierce and uncontrollable disposition. This was probably done for the amusement of the owners and their guests, who had not the opportunities of visiting menageries which are possessed by their descendants. We are glad to think that this practice has greatly diminished, for it exposed many persons to the risk of incurable injury.

The Lord Chancellor will, says a writer in the *Globe*, next month open the new session of the Glasgow Parliamentary Debating Society with an address on "How to Keep His Majesty's Dominions Beyond the Sea."

One of the arguments urged by a plaintiff at the Shoreditch County Court, on Tuesday, says the *Globe*, as evidence of means against a defendant, was that he had seen him walking about with a lady. The answer of his honour was that this did not seem very extravagant. The argument was probably that she was very dear to him.

The New Table A.

II.

(10) *General Meetings.*—The clauses regulating the holding of general meetings are in general in the usual form. Clause 45 calls attention to the necessity of holding the statutory meeting, and clause 46 provides for annual meetings. A provision is added that, in default of the annual meeting being held in the prescribed month, it shall be held in the following month, and may be convened by any two members in the same manner, as nearly as possible, as that in which meetings are to be convened by the directors. And in respect of extraordinary meetings clause 48, in addition to allowing their convention by the directors, and directing attention to the power for members to requisition or convene them under section 13 of the Companies Act, 1900, provides that, in the event of there not being in the United Kingdom sufficient directors to form a quorum, any director or any two members may convene an extraordinary meeting. Clause 49 prescribes the usual seven days' notice, and clause 114, which would have been more conveniently placed next to clause 49, directs that notice shall be given, not only to members, but also to persons entitled to shares in consequence of the death or bankruptcy of a member. The final sentence of clause 49 reproduces the provision of the old Table A, that "the non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting." This is inaccurate in that it applies to members only, and not to persons, not members, who, as just mentioned, are entitled to receive notice, and is, perhaps, not so convenient as the usual form, that the accidental omission to give the notice shall not invalidate the proceedings at the meeting. The latter form appears to cover both the omission to send and the failure to receive the notice.

(11) *Proceedings at General Meetings.*—The clauses under this head follow the usual forms. Clause 51 in regard to the quorum makes this a fixed number—three members personally present; the corresponding clause of the old Table A made the quorum vary with the number of members. It would have been well to add, for the purpose of avoiding doubt, that the members must be entitled to vote at the meeting, but probably this is implied: see *Re Greymouth Point Elizabeth Railway, &c., Co.* (1904, 1 Ch. 32). Clause 56 makes the declaration of the chairman as to the result of a vote by show of hands conclusive. It also defines the number of members who may demand a poll as five for the purpose of an extraordinary or special resolution, and three for any other purpose. The former number is rendered necessary for such resolutions by sections 51 and 129 of the Act of 1862, but where the entire number of members is small, it is frequently found to be inconveniently large for ordinary purposes, and the reduction to three is an advantage. In small companies, indeed, it may be advisable to confer the power on a single member, provided he holds a prescribed part of the company's capital.

(12) *Votes.*—The system of graduated voting contained in clause 44 of the old Table A, which may have had theoretical advantages, but which was practically inconvenient, has been abandoned, and clause 60 of the present table adopts the usual plan of allowing to each member on a poll one vote for each share held by him. The question of allowing persons to vote who are entitled by transmission on the death or bankruptcy of a member, but who have not procured themselves to be registered, will require the draftsman's attention. Probably it is usual to allow such votes, and, especially where executors and others may be deterred from becoming registered by reason of liability on unpaid shares, it is only just that this course should be adopted. Otherwise a substantial holding may be unrepresented upon a vote, notwithstanding that financial responsibility may depend upon the policy adopted by the meeting. Table A, however, by clause 23, expressly excludes such person from exercising "any right conferred by membership in relation to meetings of the company, and consequently they cannot vote, although, as just mentioned, they are entitled by clause 114 to receive notice of meetings. In the case of lunacy clause 62 allows the committee to vote either on a show of hands or on a poll, and, on a poll, to vote by proxy. Where there are joint holders clause 61 allows the vote to any one of

them, though, if more than one attempts to vote, the vote is allowed to that one whose name stands first in the register. Table A contains the usual provisions as to proxies, though there is no clause continuing the validity of the proxy until notice of its revocation, whether by the death of the principal or otherwise, has been received by the company.

(13) *Directors.*—Clause 68 repeats the corresponding provision of the old Table A, that the number of the directors and the names of the first directors shall be determined by the subscribers of the memorandum of association, and under clause 69 their remuneration is to be determined from time to time by the company in general meeting. These are matters for which special provision will usually require to be made in the articles, including a clause as to remuneration for extra services. The qualification is fixed by clause 70 at one share, and attention is called to the requirements as to qualification shares of section 3 of the Act of 1900. Clause 77 prescribes the events which will render the office of director vacant, including his being concerned or participating in the profits of any contract with the company. But an exception is made in the case of his being a member of a company which has entered into contracts with or done work for the company of which he is a director; nevertheless he is not to vote in respect of such contract, or, if he does, his vote is not to be counted. It will be a matter for consideration whether this disqualification shall be adopted, or whether a director shall be allowed a general power of contracting with the company, provided he does not vote upon the contracts. Table A contains no clause enabling a director to resign, and such a clause ought to be specially inserted; otherwise it may be impossible for a director to resign except with the consent of a general meeting: *Municipal Freshhold Land Co. v. Pollington* (59 L. J. Ch. 734). A clause should be inserted to enable directors to act as directors of subsidiary or allied companies, so as to avoid any question as to a course which is frequently found convenient.

(14) *Rotation of Directors.*—Clause 78 follows the corresponding clause—clause 58—of the old Table A, and requires that at the first ordinary meeting of the company the whole of the directors shall retire from office. This seems to be a consequence of the election of the first directors by the subscribers to the memorandum. At an early date the shareholders have the opportunity of appointing their own board. The advantage, however, is theoretical rather than practical. At subsequent meetings provision is made in the usual way for retirement of one-third of the directors in rotation. Clause 85, which is new, empowers the directors at any time to appoint an additional director, who shall retire from office at the next ordinary general meeting, but shall then be eligible for election as an additional director. The power of removing a director is by clause 86 made exercisable by extraordinary resolution in the usual way, instead of by special resolution as prescribed in the old Table A. No provision is made for notice of candidature for office being given, and in general, no doubt, it is better to leave the shareholders quite free in their choice of new directors.

(15) *Managing Directors.*—The old Table A did not provide for the appointment of a managing director. The new table by clause 72 remedies this omission, and enables an appointment of a managing director to be made, and contains the usual provision that his remuneration may be by way of salary or commission or participation in profits, or partly in one way and partly in another. The appointment of a managing director is to determine if from any cause he ceases to be director, and the appointment of a managing director or manager is to determine if the company in general meeting so resolves. The omission of the usual provision that such determination by the company is to be subject to the terms of any contract between the managing director and the company is a defect in this clause, and the language fails to distinguish accurately between the cases of a managing director and a manager. It will be found advisable to introduce a special article under this head. The table also omits the usual article as to the power of the directors to delegate powers to the managing director. This may be implied, but it is preferable to define it.

(16) *Proceedings and Powers of Directors.*—The clauses regulating the proceedings of the directors are in the usual form. The directors are to fix the quorum for their meetings, and, unless so fixed it is, when the number of directors exceeds three,

to be the present and, though provision the meeting 89 supply usual w vacanc quorum, of incre meeting, and as to Clause 7 requires or comm the purp provides ment by exercise by the r general i pay all company on the detailed of court the direc Technical directors the powe to such a the artic reminds tion of m and send Clause 7 under th directors (17) & it is desig secretary little adv made by (18) L form. where, at Clause 9 dividends paid on t impossi dividends shares. can only directors, out of p purposes, business (19) A accounts to the sh provided shall alw provision rendered into the sections. (20) N provision address in required the neigh form as th the notice cases to altogether should be

to be three. A clause enabling a meeting at which a quorum is present to exercise all the powers of the directors is not inserted, and, though not uncommon, it would probably be superfluous. The provision for a quorum implies that, when the quorum is present, the meeting shall have the powers of a board meeting. Clause 89 supplies a defect in the old Table A, and provides in the usual way that the directors may act notwithstanding any vacancy in their body, but when the number falls below the quorum, the continuing directors are to act only for the purpose of increasing the number of directors, or of summoning a general meeting. The usual clauses as to the appointment of committees and as to the validity of the acts of *de facto* directors are inserted. Clause 75 provides for the keeping of the usual minutes, and requires observance of the custom for directors present at board or committee meetings to sign their names in a book kept for the purpose. In respect of the powers of the directors, the table provides, like the former table, in general terms for the management by them of the business of the company, and for their exercise of such of the company's powers as are not by statute or by the regulations required to be exercised by the company in general meeting. It is also expressly provided that they may pay all expenses incurred in getting up and registering the company. But there is no clause conferring specific powers on the directors, and if it is desired to confer the usual detailed powers a special article must be introduced. This, of course, is purely a matter of convenience, so that the directors may have clear guidance as to their powers. Technically the general clause gives all that is wanted. The directors cannot go beyond the powers of the company, and all the powers of the company are entrusted to them subject only to such special restrictions as may be contained in the statutes, the articles, or resolutions of general meetings. Clause 74 reminds the directors of their duties in respect of the registration of mortgages and charges, and of making annual returns and sending notices to the Registrar of Joint Stock Companies. Clause 76 makes the usual provision for the use of the seal, under the authority of the board and in the presence of two directors and the secretary.

(17) *Solicitors, &c.*—Special articles must be introduced where it is desired to make the appointments of the solicitor and the secretary or other officers in the articles; but there is, of course, little advantage in doing so. Such appointments are better made by the directors.

(18) *Dividends.*—The clauses as to dividends are in the usual form. Special rights as to dividends will be defined elsewhere, and it is not necessary to restate them under this head. Clause 98 provides that, subject to such special rights, all dividends shall be declared and paid according to the amounts paid on the shares; though it is added that, in the apparently impossible case of nothing being paid on any of the shares, dividends may be declared according to the amount of the shares. Clause 97 affirms the recognized rule that dividends can only be paid out of profits. Clause 99 empowers the directors, before recommending any dividend, to set aside sums out of profits to a reserve fund to be applied for the usual purposes, and, pending application, to be employed in the business of the company or invested.

(19) *Accounts and Audit.*—The provisions as to the keeping of accounts and the submitting of annual profit and loss accounts to the shareholders are in the main in common form. It is provided—somewhat needlessly, it would seem—that the accounts shall always be open to the inspection of the directors. The provisions of sections 21 to 23 of the Companies Act have rendered it unnecessary to introduce any regulations as to audit into the articles, but clause 109 directs attention to these sections.

(20) *Notices.*—The clauses as to notices contain the usual provisions, though if a member has supplied no registered address in the United Kingdom the company is by clause 111 required to advertise the notice in a newspaper circulating in the neighbourhood of the registered office. This is as empty a form as the plan sometimes adopted of making the posting up of the notice in the office equivalent to service. It is better in such cases to deprive the member of his right to receive notice altogether. Where the number of members is large, a clause should be inserted authorizing the giving of notices to all

members by advertisement, save where some other mode is expressly authorized.

(21) *Winding up.*—Table A contains no clause regulating the distribution of losses and profits in the event of winding up, and hence these are proportioned to the nominal amount of the shares. Where the shares are all paid up to an equal extent no such provision is required; but in the event of some shares being fully paid up—especially if they have not been paid up in cash—and others being only partly paid up, injustice may result from such a distribution, and it is better to provide that losses shall be borne and profits distributed in proportion to the capital paid up or which ought to have been paid up at the date of the winding up. It is useful also to provide for the distribution of assets *in specie*.

(22) *Indemnity to Officers.*—It is customary to insert a clause giving to directors and other officers of the company a right to be indemnified against liabilities and expenses incurred by them in the performance of their duties. Such persons no doubt are entitled to indemnity as agents of the company, and Table A does not contain the clause; but it seems better expressly to confer the right.

From the foregoing examination of the new Table A it appears that a considerable number of variations and additions will be required to make the table a convenient code of regulations for the management of a company, though many of these will be determined by the special circumstances of the company. Thus there must, when appropriate, be clauses adopting the preliminary agreement, defining special rights of shareholders, the minimum subscription and the rate of underwriting commission, any special restrictions on transfer of shares, the rights of representatives of deceased shareholders, borrowing powers, the appointment of directors, their qualification and right to resign, their power to contract with the company, their relations with the managing director, and their specific powers. In addition there are minor alterations required to avoid inconvenience in summoning meetings and other matters. Upon the whole it would seem that, while the new Table A is a considerable improvement on the old table, it will require to be used with caution, and, except where economy is essential, it will be preferable for companies to be registered with a full set of articles as at present.

Reviews.

The Law of Contract.

PRINCIPLES OF THE ENGLISH LAW OF CONTRACT AND OF AGENCY IN ITS RELATION TO CONTRACT. By Sir WILLIAM R. ANSON, Bart., D.C.L., Barrister-at-Law, Warden of All Souls' College, Oxford. ELEVENTH EDITION. Oxford: At the Clarendon Press.

The appearance of successive editions of Sir William Anson's Principles of Contract shows that the work is appreciated by students, and for those who are desirous of gaining a thorough insight into the subject it can be safely recommended. At the outset it is essential to obtain a clear conception of the formation of contracts, and Part II., Chapter I., on Offer and Acceptance, with its statement of the line of cases concluding with *Henthorn v. Fraser* (1892, 2 Ch. 27) is at once full and clear. It contains an interesting extract from the judgment of Bowen, L.J., in the *Carbolic Smoke Ball* case (1893, 1 Q. B. 269), dealing with the peculiarity involved in an acceptance of an offer made by advertisement. The succeeding chapter sets out in detail the requirements as to the form of contracts contained in section 4 of the Statute of Frauds and section 4 of the Sale of Goods Act, 1893. The effect of recent law is brought out in the sections on the contracts of married women—attention being called in the *addenda* to the decision in *Paquin v. Beaucherk* (1906, A. C. 148) on the effect of agency in excluding the liability of a married woman under the Married Women's Property Act, 1893—and on the assignability of contracts; and the reader who wishes to follow up the important question of negotiability will find a useful statement of the doctrines which led to the decisions in *Bechuanaland Exploration Co. v. London Trading Bank* (1898, 2 Q. B. 658) and *Edelstein v. Schuler & Co.* (1902, 2 K. B. 144) on the negotiability of debentures. There appears to have been no change in the arrangement of the book in the present edition, but it has been carefully brought up to date.

Books of the Week.

The English Reports. Volume LXVII.: Vice-Chancellor's Court, XII., containing Hare, volumes 2 to 6. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Appeal Cases Under the Weights and Measures Acts, Bread Acts, Licensing Act, 1872, and Merchandise Marks Act, 1887, as Affecting the Duties Generally of Inspectors of Weights and Measures. By GEORGE FREDERICK ALLWOOD, Chief Official under the Weights and Measures Acts, &c. Butterworth & Co.; Shaw & Sons.

The Handy Book on the Law and Practice of Joint Stock Companies Incorporated Under the Companies Acts, 1862 to 1900, with Forms and Precedents: being a Manual for Secretaries and others Interested in the Practical Legal Management of the Business of a Company, with an Appendix and Copious Index. By ANTHONY PULBROOK, Solicitor. Fourth Edition, Revised and Corrected. Effingham Wilson.

The Law Relating to the Compulsory Taking of Land by Public Companies and Local Authorities. By THOMAS WAGHOEN, Barrister-at-Law. Second and Enlarged Edition. Effingham Wilson.

Correspondence.

Solicitors Act, 1906.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be much obliged if you will allow me to call attention in the SOLICITORS' JOURNAL to the Solicitors Act, 1906, which, in connection with section 16 of the Solicitors Act, 1888, requires solicitors who are undischarged bankrupts to give six weeks' notice to the Registrar of Solicitors before making application for the issue of their annual certificates.

Forms of notice and the particulars required for the information of the registrar may be obtained by those concerned on application at the office of the Law Society, Bell-yard, Chancery-lane, W.C.

E. W. WILLIAMSON, Deputy Registrar of Solicitors.

Law Society's Hall, Chancery-lane, W.C., Sept. 25.

Cases of the Week.

Before the Vacation Judge.

CANTERBURY AND PARAGON (LIM.) v. LAWSON. 26th Sept.

INJUNCTION.

Motion to continue an injunction granted on Monday, the 24th of September, to restrain John Lawson from taking part in any performances at the London Music-hall, Shoreditch, during the currency of an agreement entered into by him with the plaintiffs. The plaintiffs were the proprietors of the Canterbury Music-hall, Westminster Bridge-road, and the Paragon Theatre, Mile End-road, and the defendant was a music-hall artiste, performing with his troupe under the name of John Lawson & Co. By an agreement dated the 22nd of September, 1905, made between the plaintiffs and the defendant, the latter was engaged to perform during four non-consecutive weeks at the above halls during a period extending from the date thereof until the end of the week commencing the 12th of November, 1906. It contained a clause prohibiting him from performing at, among a large number of other specified halls, the London Music-hall, "prior to or during the fulfilment of this contract." The next (and last) occasion on which he had, under the contract, to appear at the Paragon Music-hall would be during the week commencing the 12th of November next. For the week commencing the 24th of September last the defendant had engaged himself for a week's engagement at the London Music-hall in a sketch entitled "Sally in Our Alley," which hall is situated within a mile of the Paragon. It was alleged by the plaintiffs that the defendant is "the great music-hall artiste of the East End of London" and that his appearance on this occasion at the London would seriously injure the receipts of the Paragon during the week of his engagement commencing on the 12th of November next. On behalf of the defendant it was alleged that the above prohibition clause, which was in a printed form of contract, had been struck out in ink and initialled by Mr. G. Adney Payne, the plaintiffs' managing director. There would thus be a conflict of fact difficult for the learned judge to decide. The proper remedy was damages: *Whitwood Chemical Co. v. Hardman* (1891, 2 Ch. 416) and *Erbsman v. Bartholomew* (1898, 1 Ch. 671). It was submitted, also, that it would be a hardship if the defendant were prevented from earning a livelihood during the intervals between the four weeks over a period of more than a year. In reply it was pointed out that the defendant had referred to permission being granted by the plaintiffs to performances by him at the London and Cambridge halls, which was not consistent with defendant having a right to perform there, and permission to perform at the latter one of the halls specified in the prohibition clause had in fact been granted. The real reason of the

defendant's action was that he was to receive a higher salary at the London.

BARGRAVE DEANE, J., said that the contract was quite clear. By clause 21 it was agreed: "In respect of the Paragon Theatre the artiste shall not perform or take part in a performance of any description at the London, Shoreditch, prior to or during the fulfilment of this contract." The defendant proposed to perform at the London Music-hall during this week. Mr. Payne had drawn his attention to the matter in a letter dated the 20th of September last. The reply from the defendant was a telegram commencing "Unkind," which was not consistent with his present contention. It was then contended that the contract was unreasonable. He could not say that when he observed that it was in a common form such as had been entered into by the defendant many times before. The injunction must be continued until the end of the week commencing the 12th of November next.—COUNSELL, J. F. Carr; W. H. Draper. SOLICITORS, H. H. Wells & Sons; Judge & Priestley.

[Reported by W. L. L. BELL, Esq., Barrister-at-Law.]

Societies.

The Law Society.

EXTRAORDINARY MEMBERS OF THE COUNCIL.

At a meeting of the Council, held on the 21st of September, 1906, the following were elected Extraordinary Members of the Council:

Mr. C. E. Stevens, nominated by the Liverpool Law Society.

Mr. Alfred Pointon, nominated by the Birmingham Law Society.

Mr. C. J. E. Crosse, nominated by the Manchester Law Association.

Mr. F. Sturge, nominated by the Bristol Law Society.

Mr. R. Pybus, nominated by the grouped societies in the Northern district by 15 votes. Mr. S. Crosseley received 9 votes.

Mr. A. C. Peake, nominated by the Yorkshire Law Societies.

Mr. C. E. Longmore, nominated by the grouped societies in the Eastern district by 8 votes. Mr. F. O. Taylor received 8 votes.

Mr. A. H. Burgess, nominated by the grouped societies in the Midland district by 14 votes. Mr. J. J. Faulkner received 6 votes.

Mr. J. Cullimore, nominated by the grouped societies in the Western district by 25 votes. Mr. H. P. Linton received 8 votes.

Mr. T. Eggar, nominated by the grouped societies in the Southern district.

The London Law Clerks Association.

An ordinary meeting of the above association was held at 1, Old Serjeants'-inn, Chancery-lane, W.C., on Tuesday, the 25th of September, at seven o'clock, for the purpose of discussing the "moot" in this month's *Law Clerk*. Arrangements are almost completed with a number of leading London tradesmen, including bootmakers, tailors, hosiers, coal merchants, &c., which will enable members to obtain discounts varying from 2½ to 12½ per cent. on their purchases. A situation bureau is being formed, and those members who are out of employment or are desirous of changing their situations are requested to forward particulars of their qualifications, experience, and age, together with their requirements, to the hon. secretary, in envelopes marked "Situation" in the left hand corner. Of course no charge is made to members, nor is any charge made to employers for entering vacancies on or searching the register. The committee hope that members will do all they can to bring the existence of the bureau to the notice of employers. It is desired to impress upon members the necessity for making the association better known. Each member may introduce one friend at the ordinary meetings, and if this rule is taken full advantage of many new members might be obtained. The London School of Law have kindly intimated that members of this association will be admitted free to a course of lectures which they are arranging to deliver during the next session, from October to March inclusive. The first lecture, entitled "Contracts in Restraint of Trade," will be delivered on Tuesday, the 2nd of October, at seven o'clock, at 1, Old Serjeants'-inn, W.C. A discussion will follow.

ALFRED C. WARWICK, Hon. Secretary.

1, Old Serjeants'-inn, W.C., 20th September, 1906.

Institut de Droit International.

The twenty-fourth meeting of this body commenced on the 23rd inst., at Ghent, its birthplace. A correspondent of the *Times* says that of the thirty-seven *membres fondateurs* of the Institut only four—MM. Asser, Moynier, Pierantoni, and Westlake—are still living. He adds that twenty-three meetings have so far been held, and many questions of international law, selected somewhat at random, have been dealt with, such as submarine cables, extradition, arbitration, territorial waters, reprisals, the three rules of Washington, international rivers, the laws and customs of war, and the law of prize. On each of these, and on many other, topics the Institut has formulated its views of what should be the law in a series of articles, each series being hitherto uncoordinated with the rest, but having the character of a chapter of what might ultimately become a systematic code of the law of nations. The Institut has also dealt similarly with many topics of private international law (better described as "the conflict of laws"), such as personal capacity, maritime law, and judicial procedure; thus usefully preparing the way for The Hague Convention upon these subjects, to which so many European States have recently become parties. While engaged upon this work the Institut has,

on two or three occasions, been tempted to transcend its proper functions, so far as to trespass upon questions relating to the assimilation of law, by suggesting identical legislation for all countries upon such topics as bills of exchange and marine insurance. The *Annuaire* of the Institut, of which twenty volumes have now appeared, is a mine of information upon the past, present, and future of international law; and the *Traité Général*, published in 1893, is a valuable history of the society and its work during the first twenty years of its existence. The officers of the Institut for the present session are:—President, Albéric Rolin; vice-president, Felix Stoerck; general secretary, the Baron Descamps. There are four "honorary members," and the society may comprise sixty members and sixty associates. Two places among the members and four among the associates are about to be filled up. For each class there are numerous candidates. Among other administrative questions the Institut will have to decide upon the application of the valuable "Prix Nobel," for labours in the cause of peace, which was awarded to it in its corporate capacity two years ago.

The most important topic which will be discussed at the present session is, says the correspondent, that of the law of neutrality. M. Kleen's report upon this subject is of an ambitious character, comprising as it does a *Règlement concernant les lois et coutumes de la Neutralité* in 70 articles. The report and articles as first circulated have been considerably modified, in deference to the views of other members of the committee, especially of MM. Den Beer Pourtugael, Holland, Lehr, Rolin, and Westlake; but it still contains much disputable matter, and, as circulated in its final form, is accompanied with papers of critical observations by General Den Beer Pourtugael and Professor Holland respectively. The latter strongly urges the advisability of concentrating attention upon certain points of pressing interest instead of embarking upon a consideration of the law of neutrality as a whole; and he would dissuade the Institut from reopening the question, which it has already decided in the negative, whether a neutral State is to be held responsible for such acts on the part of its subjects as carriage of contraband or breach of blockade. M. Kleen adheres to the opinion, already expressed in several of his published works, that the neutral State should be so held responsible. Within the last few days Sir John Macdonell has circulated a paper of suggestions as to the topics of neutrality which he thinks best suited for being brought before the Institut.

According to Reuter's telegrams, published in the *Times*, the meeting on the 24th inst. discussed the regulations to be applied to aeronautics and wireless telegraphy, and the following articles were adopted:

1. The air is free. The only rights that States have in it, in peace or war time, are such as are necessary to their preservation.
2. In the absence of special circumstances, the rules applicable to correspondence by ordinary telegraphy shall be applicable to wireless telegraphy.
3. Each State shall have liberty, so far as is necessary for its safety, to oppose the passage of Hertzian waves over its territory and territorial waters, whether such waves emanate from State apparatus or private apparatus, placed on land, in a ship, or in a balloon.
4. In the event of correspondence by wireless telegraphy being prohibited, the Government shall at once warn other Governments of the fact.

With reference to the Nobel prize, the Institut decided, as an essential principle, that the capital of the fund devoted to that purpose should in no circumstances be touched. It was also decided to employ the revenue of this fund and the annual subscriptions of members of the Institut partly to the administrative and the general expenses of the Institut, and partly to increase its capital.

On the 25th inst. the subject of the regulations of neutrality was discussed, and the following articles were adopted:

Article 8.—The right of neutral asylum and the right of the neutral State to give asylum to those who seek refuge from the calamities of war. Neutral asylum may, under the conditions specified hereafter, be granted to the forces of belligerents, or to prisoners, or to the things appertaining to them, whether in virtue of fixed conventions or in the following cases of necessity:

- (a) To fugitives, wounded, sick, or shipwrecked.
- (b) To ships and crews in distress.

Article 9.—The neutral State may demand from the belligerent State, whose refugees it accommodates, the reimbursement of expenditure.

Article 10.—The neutral State may give asylum to the wounded, sick, and shipwrecked of belligerents.

Article 11.—Prisoners of war, booty, and prizes brought into a neutral port by a belligerent ship thus admitted to asylum may afterwards be removed, so long as the prisoners and the booty remain on board and the prizes in tow. In the contrary case the prisoners are released, and the landed booty and the ship's prizes, not yet the property of the captor according to the law of war, remain the property of their owners, whereas those whose ownership was legitimate are included in the asylum of the neutral, unless the introduction of the booty and of the legitimate prizes is prohibited by the national assembly.

The Benchers of the Middle Temple have placed a tablet on the front of the rooms in Brick-court where Oliver Goldsmith was their tenant and where he died. The tablet is of red marble and bronze, and displays the familiar profile by Sir Joshua Reynolds, with the inscription: "In these chambers died Oliver Goldsmith on April 4, 1774." It has been designed and modelled by Mr. Percy Fitzgerald, F.S.A.

The New "Old Bailey."

We extract from the *Times* the following description of this building, which is expected to be opened next month:

The new building which is to take the place of the out-of-date and inadequate one familiarly known as the Old Bailey, and thus afford a more convenient home for the Central Criminal Court, is now practically complete. The finishing touches are rapidly being given to it, and although no date has yet been fixed for the formal opening, everything will very shortly be ready for the performance of the ceremony and for the transaction of business, which will immediately follow. The new Sessions House has been erected at a cost of some £400,000 from designs by Mr. E. W. Mountford, the architect, whose plans have been carried out by Messrs. Holloway Brothers, the contractors. It stands on the site of the old Newgate Prison, the property of the Corporation of London, whose City Lands Committee, of which Mr. Alexander Ritchie is chairman, is responsible for the new building.

The new Sessions House is a four-storey building, the principal façade of which looks on to the thoroughfare of the Old Bailey, from which access is gained to the main entrance by a flight of stone steps. After ascending these steps the public will pass into a spacious hall on the ground floor. This hall, which runs practically through the whole length of the building, is adorned by marble columns, and leading out of it on either side are double corridors, with stone arches supported by columns of different kinds of marble. It is interesting to note in this connection that the foreign marbles largely used in the construction of the building have been entirely worked and finished in this country. The hall and corridors on the ground floor lead to the indictment office and the offices of the public officials connected with the courts. At one end of this floor is a public refreshment room of spacious proportions. It has been decided that no alcoholic liquors shall be sold in this room. There are also on this floor very large general waiting-rooms for male and female witnesses, a grand jury room, and other apartments. A staircase leads from the hall into the basement, which contains the heating and ventilating apparatus and public conveniences.

A fine staircase of alabaster, verde antique, and Hoptonwood marbles leads immediately from the entrance hall to the first floor. Here is to be seen the most striking feature of the building. It is a handsome hall, corresponding to what in French Law Courts is designated the *salle des pas perdus*. The middle of the hall is surmounted by a dome. On the panels of the dome, as seen from the floor of the hall, are allegorical paintings representing Truth, Wisdom, Knowledge, and Labour, the last of these being depicted in the guise of an idealised figure of a working man. These are the work of Mr. G. Moira, professor of painting at South Kensington. The pendentives which support the dome have been sculptured by Mr. Pomeroy, A.R.A., with figures representing Justice, Mercy, Charity, and Prudence, with various emblematical figures around them. On either side of the hall with the dome and forming one with it, are subsidiary halls with domed skylights supported by arches containing lunettes in which are paintings by Sir William Richmond, R.A., and Professor Moira. Sir W. Richmond has chosen a pastoral scene representing the golden age, which he has painted on the wall in tempera. Professor Moira's pictures are three in number, and represent the law-givers Moses and King Alfred, and the paying of homage to Justice. Justice has St. Paul's Cathedral as a background, and kneeling before her are the figures of a number of well-known English statesmen, soldiers, and divines, some of whom have but lately passed away, while others still survive. These pictures are oil paintings on canvas, and have been affixed to the walls. The City arms, it may be added, are frequently introduced in the details of the decoration of the hall. Two handsome stained-glass windows add to the effect of this part of the new Sessions House. They have been inserted under the arches supporting the ceiling of the staircase leading into this hall. The upper window is a bull's-eye window containing the arms of the Records of London. Beneath is a semi-circular window containing the Royal Arms, the arms of the City of London, those of the City of Westminster, and others.

On the same floor are the four courts, which open out of the hall just described. These courts appear to be in every way well-adapted for the administration of justice. There are two large and two smaller courts. The principal court is a handsome and dignified chamber with good accommodation for all concerned in the proceedings of a criminal trial. The gallery space for the spectators is not large, and has been purposely restricted. Those seeking admission to the galleries will gain access to them direct by a special entrance in Newgate-street, and will not pass through the principal halls. Counsel will also enter by a door set apart for them in Newgate-street, and will thus avoid the crowding and curiosity of the public. Beneath the courts there are four floors of cells, which number about 120. These are so arranged that the dock of the court is immediately connected with the cells. The courts are panelled with oak, which gives them a rich and at the same time a severe appearance. The judges will have private entrances to the courts as well as private rooms, and the accommodation for them is kept entirely distinct from the hall and the parts of the building to which the public have access.

The civic apartments are a notable feature of the new building. There will be a drive by which the carriages of the Lord Mayor and the judges will enter the precincts of the Sessions House. This will lead to a special entrance, from which access will be had to the courts by means of a handsome oak staircase. The Lord Mayor's room is the most elaborate of the private apartments, and is panelled in oak enriched with carvings.

The second floor contains the committee rooms, dining rooms, rooms for the members of the bar, the representatives of the Press, and barristers'

and solicitors' clerks. On the third floor are the kitchen and other offices. The whole building is ventilated and warmed on the Plenum system, which has been adopted with a view to obtaining pure air, an equable temperature, and absence of draughts.

An improvement much needed has been effected in regard to the conveyance of prisoners to the courts, so as to prevent them from being objects of curiosity to the crowds who are apt to collect in the neighbourhood of courts of justice. The van containing the prisoners will be driven immediately into a covered courtyard containing the cells, and the prisoners will not be visible till they are called upon to take their trial.

Solicitors and the Board of Trade.

ACCORDING to this week's issue of *Truth*, a Bill for the amendment of the Solicitors Acts has been drafted, and has been laid before the Board of Trade Committee on the Bankruptcy Acts, for consideration. The committee, says our contemporary, has under consideration a new Bankruptcy Bill, which was drafted for the purpose by Mr. E. G. Jellicoe, and Mr. Jellicoe is also the draftsman of the Bill relating to solicitors. The scope and purpose of the latter measure are clearly enough indicated in its title—"A Bill to make provision for the better security of moneys deposited with or entrusted to solicitors." The second clause runs as follows:

"All moneys hereafter to be received for or on behalf of any person by any solicitor shall be held by him exclusively for such person, to be paid to the said person or as he shall direct; and until so paid such moneys shall be paid into a bank carrying on business under the authority of the laws relating to banking companies, to a general or separate trust account; and such moneys shall not be available for payment of the debts of any other creditor of such solicitor, nor shall such moneys be liable to be attached or taken in execution under the order or process of any court at the instance of any such creditor."

For breach of these provisions a solicitor is made liable to a penalty not exceeding £100 for the first offence, to be suspended from practice for the second, and to be struck off the rolls for the third. The third clause of the Bill proceeds thus:

"(1) Every solicitor shall keep proper books of account, shewing a debtor and creditor account of all receipts of money for or on behalf of any person or persons, and of the manner in which he shall from time to time disburse the same, and of the balances belonging to each owner of such money."

"(2) Every solicitor shall at such times as may be provided by the Board of Trade, but not less than twice in each year, send to the Board of Trade or as they direct an account of his receipts and payments of moneys deposited with or received by him on account of every such person or persons."

"(3) The account shall be made in duplicate and shall be verified by a statutory declaration in such form as may be prescribed."

"(4) The Board of Trade shall cause the accounts to be audited, and for the purposes of such audit the solicitor shall furnish the board with such vouchers or information as the board may require, and the board may at any time require the production of and inspect any books or accounts kept by the solicitor."

These are the material portions of the Bill. Other sub-sections of clause 2 provide for the filing of accounts with the Board of Trade and the Law Society, and their inspection by persons interested; and the report to the Law Society of any failure to comply with the terms of the section. The following clauses assign the penalty for default in making returns, and declare any false statement in a return to be a misdemeanour.

Legal News. Changes in Partnerships. Dissolutions.

WILLIAM ALEXANDER RODGERS and HERBERT WILLIAM MYATT, solicitors (Turner, Rodgers, & Myatt), 17, King-street, Cheapside, London. Sept. 19. [*Gazette*, Sept. 21.]

General.

Mr. Mead, the magistrate at the Thames police-court, recently declared that the time-honoured formula, "I must warn you that what you say will be taken down and may be used in evidence against you," was a shibboleth—if not something worse. In his view it had never furthered the ends of justice, but by shutting a suspected person's mouth at the crucial moment had often retarded them. The *Daily Mail* has interviewed a police inspector who has had over twenty-five years' experience of what might be called criminal areas, who gave his view in support of Mr. Mead. "I have used the sentence thousands of times in my career," he said, "and I have never known it to help a conviction. Consequently I do not see the use of it. An old hand never talks when he is caught except in murder cases. Now hands generally cannot keep their mouths shut, murderers never can. But none of them ever say anything worth using as evidence—at least, not in my experience. My own belief is that if they were not cautioned they would talk a little less guardedly, and then what they say might be more useful."

Some amusement has been caused from time to time in the vacation court by the appearance on the bench of a large and handsome tabby cat. Strolling gravely in from the corridor at the back, it makes a careful survey of the court, and then gravely retires. Hitherto it had escaped judicial notice, but on Wednesday last, it suddenly, during the discussion of the affairs of a well-known gold mining company, sprang lightly on to the empty table which stands close to Mr. Justice Bargrave Deane's right hand, and his lordship offering no objection, remained there for about a quarter of an hour, in an obviously frolicsome mood. Failing, however, to inveigle the learned judge into a neglect of his judicial duties, the cat finally jumped off the table and disappeared.

On the 21st inst., at the Highgate police-court, Sir Alfred Reynolds, upon taking his seat, alluded to the recent provision of copies of the Gospels, with celluloid washable covers, upon which witnesses are now sworn, and to the controversy which has arisen as to the legality of the use of copies of the Gospels only. Sir Alfred said: "I understand that exception has been made that the Book with washable covers upon which witnesses are sworn in this court does not contain the Book of the Revelation, but it contains less than that, for the volume contains the four Gospels only. We are advised that this is quite in order; moreover, no one need be sworn on this Book; witnesses can always take the oath in the Scotch fashion, as they have often done in this court in the past."

In retiring from the United States Supreme Court, says the *American Law Review*, Mr. Justice Brown wrote to his associates: "I rejoice that I am leaving the court at a time when it has never stood higher in the estimation of the people, nor when more important cases have been and still are being presented for its consideration. The antagonisms, sometimes almost fierce, which were developed during the earliest decades of its history, and at one time threatened to impair its usefulness, are happily forgotten; and now the universal acquiescence in its decisions, though sometimes reached by a bare majority of its members, is a magnificent tribute to that respect for the law inherent in the Anglo-Saxon race, and contains within itself the strongest assurance of the stability of our institutions."

Mr. E. Maber Tozer writes to the *Times* from Singapore, "as an English solicitor and a member of the bars of the Straits Settlements and the Federated Malay States," to warn young English barristers and admitted solicitors against accepting appointments in the Straits Settlements at salaries of 125dols. to 175dols. a month, such as have recently been advertised in England. "It is impossible," he says, "for a professional man to live on this amount, and it is cruel and, in my opinion, a judicial crime for anyone to get a man out from England on these terms. No one should come under a salary of 250dols., say, for the first six months, and an increase after this period to 350dols. or 400dols. per month. A man must expect a little less during the first six months, because he cannot be admitted to the bar here until this time has expired, and is consequently not of much use until he is admitted and can appear in the various courts. If a man comes out on this small salary, and he has no private income of his own, what is the result? Why, an application to a chetty—an Indian money-lender—who will be only too pleased to get him into his clutches. Once there, unless he is lucky, he will remain there."

Mr. Chesterton, in his book on Dickens, says a writer in the *Globe*, does not fail to notice the famous novelist's connection with the law. Reference is made to his early employment in a solicitor's office, where "he met Lowten and Swiveller, Chucker and Wobbler, in so far as such sacred creatures ever had embodiments on this lower earth": but no allusion is made to the fact—which is, perhaps, not generally known—that Dickens was once a bar student. The creator of Serjeant Buzfuz became a member of the Middle Temple in 1839, but like Thackeray, who joined the same inn eight years earlier, was never called to the bar. The late Sir Frank Lockwood, in a lecture he once gave on "The Law and Lawyers of Pickwick," mentioned, on the authority of Mr. H. F. Dickens, K.C., an astonishing incident in the novelist's career as a bar student. "Dickens did that which I venture to think but few have done," said Sir Frank Lockwood; "for, giving up all idea of pursuing a legal education, and finding that the dinners did not agree with him, he got back some of the money he had deposited at his inn. You are all familiar with the process which is known as getting butter out of a dog's mouth; I venture to think that that is an easy thing compared with getting money back from an Inn of Court."

"A Purchasing Tenant" writes to the *Times* to complain of the delay of land purchase in Ireland. He says: "The subject has been before the public for a long time, and many have been the complaints against the tardy proceedings of the Estates Commissioners. . . . The result is disastrous to both purchasers and vendors. I am a purchasing tenant on an estate where we have all agreed to the terms. The forms of agreement were lodged in the commission almost two years ago. We are informed by the late owner that his title is absolutely clear and without complication that can cause delay. But the time drags on, and, instead of paying instalments of our purchase-money which will shorten the time of repayment, we are still paying interest on the principal at a rate higher than the proposed yearly instalments. When we agreed to the terms it was on the expectation that no delay would occur in making us into landed proprietors, of which we are still defrauded. My late landlord is also to be pitied. He calculated naturally on freeing himself from all the liabilities of his estate, family charges, mortgages, tithes, &c.; also on receiving the bonus to which the Act entitles him, and in consideration of which he was able to come to terms satisfactory to us tenants. Now he is still chargeable for and paying these at a rate higher than the interest we continue to pay on the principal purchase-money. I am sure he must be losing thousands, and can have little left for his own use."

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The New Zealand correspondent of the *Times* states that at a meeting of the New Zealand Law Society, which was held recently to consider the criticisms passed by Sir Robert Stout, the Chief Justice of New Zealand, upon the constitution and procedure of the final Court of Appeal of the Empire, a resolution was adopted to the effect that the barristers and solicitors practising in New Zealand were practically unanimous in desiring that the full right of appeal to his Majesty in Council from the court of the colony, as at present existing, should be preserved. Other resolutions suggested that the practice and procedure of the Judicial Committee might be simplified and that the expense of appeal might thereby be diminished; but such considerations were regarded as not detracting to any serious extent from the privilege and advantage derived from the right of appeal to a court constituted from the greatest lawyers in the Empire. Being aware that their views differed from those of Sir Robert Stout, the council of the society arranged a meeting between the Chief Justice and a committee of the bar, and though unable to yield to his arguments, the council desire to point out that it is their recognition of the weight which must necessarily attach to the opinion of the Chief Justice which renders it imperative that they should guard against the possibility of its being believed, beyond the limits of the colony, that the desire for reform represents the general sentiment of the legal profession and the public in New Zealand.

An important communication in reference to compensation for licences extinguished by licensing magistrates was, says the *Times*, recently read at the Plymouth police-court. Mr. P. T. Pearce, solicitor, in mentioning the case of the Golden Ball Inn, the licence of which was refused some time ago, said the local authority could not agree with his firm (the Plymouth Breweries) as to the amount of compensation, and the Inland Revenue Board were appealed to. They made an award which did not satisfy the firm, and an appeal was therefore entered in the High Court. That appeal had been justified by a decision recently come to, as a result of which the solicitors of the Inland Revenue wrote: "Now that the judgment of Mr. Justice Kennedy in the Woking and Cobham cases has laid down something in the nature of a general principle upon which the compensation payable in these cases is to be ascertained, the Board of Inland Revenue are of opinion that it would be desirable to ascertain practically, and as soon as possible, whether all or some of the appeals cannot be settled without going into court. They are the more impressed with the desirability of taking this course by the consideration of the great expense necessarily incurred in fighting these appeals, which expense under the Act falls upon the appellants. The board have instructed me to negotiate with the several appellants with this view. The number of appeals is something like eighty, and it would of course be impossible to deal with them all at once. Except where in special cases convenience otherwise suggests, I propose as a general rule to deal with them in the order in which they are entered in the Revenue list, and as to cases which are not so entered in the order in which notice of appeal was given; but I should not rigidly adhere to this rule in particular cases if it appeared that it was for any reason convenient to deal with a particular case out of its order." In consequence of that letter, said Mr. Pearce, negotiations were proceeding between the solicitors of the Inland Revenue and his firm with reference to the fixing of the basis of compensation, and until it had been so fixed and paid he asked for the continuance of the provisional renewal of the licence according to the rules. The bench adjourned the case until the next licensing day.

TO EXECUTORS.—VALUATIONS FOR PROBATE.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[ADVT.]

Winding-up Notices.

London Gazette.—FRIDAY, SEPT. 21.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CATILMA SILVER MINING CO., LIMITED (in VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct 22, to send their names and addresses, and the particulars of their debts or claims, to Cecil Oscar Webb, 1, Queen Victoria st.

CUMBERLAND NIAGARA GOLD MINES, LIMITED (in LIQUIDATION).—Creditors are required, on or before Nov 8, to send their names and addresses, and the particulars of their debts or claims, to Arthur Giffard.

DOWLAND SHIPPARDS, LIMITED.—Creditors are required, on or before Oct 8, to send their names and addresses, and the particulars of their debts or claims, to Lewis Hardy, 8, Becon's bridge, Chancery in.

HERALD MOTOR MANUFACTURING CO., LIMITED.—Feta for winding up, presented Sept 17, directed to be heard at the Court, Quay st, Manchester, Oct 6, at 10. Hall & Co, Manchester, solers to the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 5.

WATKINS AUTOMOBILE CO., LIMITED.—Creditors are required, on or before Oct 31, to send in their names and addresses, with particulars of their debts or claims, to W Hacker Arnold, 14, Leonard pl, Kensington.

London Gazette.—TUESDAY, SEPT. 25.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DIAPRA SYNDICATE, LIMITED.—Creditors are required, on or before Oct 24, to send their names and addresses, and the particulars of their debts or claims, to William Edward Mounsey, 3, Lord st, Liverpool. Lawrence & Co, Liverpool, solers to the liquidator.

MICHAEL GONS, LIMITED.—Creditors are required, on or before Nov 10, to send in their names and addresses, with particulars of their debts or claims, to J A Hesolton & Son, 9, Market st, Bradford, Yorks.

WALKER BROTHERS (RAYNTHORPE), LIMITED.—Creditors are required, on or before Oct 8, to send their names and addresses, and the particulars of their debts or claims, to William Henry Shaw, Market pl, Dewsbury.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, SEPT. 14.

ADAMS, REV HENRY WILLOUGHBY, Moor st, Hampstead Oct 30 Upperton & Co, Lincoln's inn fields

AUSTIN, SAMUEL ARNOLD, Melbourne grove, East Dulwich Oct 17 Barber & Son, Fen et

BALDACCIO, CAROLINA, Chancery rd, Stockwell Oct 12 Emmet & Co, Bloomsbury st

BARTON, HENRY, Kemp Town, Sussex Oct 27 Barton, Lombard st

BREKLESTONE, SHIFNAL, Salop Oct 8 Collings & Co, Buckingham st

BROOME, SARAH EDWARDS, Hunston, Sussex Oct 21 Staffarth, Bognor

BUTCHER, ANNA MARIA, Walford Oct 15 Sedgwick & Co, Walford

CHARLTON, JOHN, South Shields Oct 27 H & A Swinburne, Gateshead

COOHLAN, REV THOMAS LEOTD, Folkestone Oct 31 Wightwick & Gardner, Folkestone

COXNALL, RUTH ADELATDE, Waltham Abbey Oct 12 Barrett, Leadenhall st

CRADTREE, JAMES, Halifax Oct 26 Wilkinson, Halifax

DUFF, WILLIAM, Warwick Oct 30 Campbell & Co, Warwick

EVANS, LUCY ANN, Cheltenham Sept 30 Hannam-Clark, Gloucester

FOXWELL, JOHN BUREFORD, Chorlton cum Hardy, Manchester, Engineer Oct 27 Lawson & Co, Manchester

GILBERT, WILLIAM, Norwich, Carpenter Oct 15 Blyth, Norwich

HARRALL, MARTHA, Ashton under Lytle Oct 6 Buckley & Co, Stalybridge

HOLDROVE, HANNAH, Elland Edge, Hattrick, Brighouse Sept 23 Richardson, Brighouse

HURRELL, ROBERT GEORGE, Clacton on Sea Sept 30 Stead & Stead, Long Melford, Suffolk

JACKSON, WALTER, Brighton, Ship Owner Oct 29 Howlett & Clarke, Brighton

KESSEN, ANDREW EMERSON, Kingston upon Hull, Surgeon Oct 24 Winter & Henson, Hall

LE BLANC, MARTHA ANNE, Sevenoaks Oct 25 Ward & Co, Gracechurch st

LAURE, JOSEPH, West Southport, Lancs Oct 24 Sale & Co, Manchester

LAWTON, ELLER, Clifton, Bristol Oct 15 Tanner & Clarke, Bristol

LOWRIE, JAMES FREDERICK, Beckenham, Photographer Oct 22 Hilliarys, Fenchurch bldgs

MOWAT, GEORGE HENRY, Sheffield, Merchant Tailor Oct 17 Yonge & Co, Sheffield

NICHOLSON, MARY ANN, Ipswich Oct 20 Greenfield & Cracknell, Lancaster pl, Strand

NORRIS, JOHN RICHARD, Pembroke Dock, Schoolmaster Oct 16 Lowles, Pembroke

PARKER, ANN, Little Harwood, Blackburn Oct 15 Kern, Fleetwood

PAULEY, ANN, Westbury upon Trym, Glos Oct 15 Jacques & Co, Bristol

PEACOCK, ELIZABETH, Bournemouth Oct 17 Watt, Chancery in

PERRY-KESSE, HENRY, Southsea Oct 22 Harston & Bennett, Bishopsgate Within

PRITCHARD, RICHARD, Birkenhead Oct 24 Thompson & Co, Birkenhead

PROUTER, WILLIAM, Biskpool Oct 11 Marsh & Co, Leigh, Lancs

SAUNDERS, JANE, Brighton Oct 31 Upperton & Bacon, Brighton

SIMS, MARY JANE, North Shields Oct 31 Adamson & Adamson, North Shields

SNOW, MARTHA, Bridlington, Yorks Oct 27 Robinson & Sheffield, Beverley

SPARKES, WILLIAM SCOTTISWOOD, Pall Mall pl, Pall Mall Oct 29 Eardley & Co, Charles st, St James's sq

STANFORD, JOSEPH, Richmond, Plumber Oct 6 Smith & Jurrell, Richmond

STOCKER, CAROLINE EDITH, St Austell, Cornwall Oct 31 Bvons & Co, Birmingham

STRICKLAND, EDWARD, Whitehaven, Labourer Oct 10 Thompson, Whitehaven

SWIFT, ALFRED CHARLES, Plumstead, Licensed Victualler Oct 12 Sampson, Woolwich

TAYLOR, ELIZA, Southsea Oct 17 Wedson, Portsmouth

THORN, REV JOHN THOMAS, Stoneleigh Vicarage, Warwick Oct 24 Potts & Potts, Broseley, Salop

WATKINS, REV JOHN, Willingham, Cambridge Nov 3 Eaden & Co, Cambridge

London Gazette.—TUESDAY, SEPT. 18.

ABERGROMBY, WILLIAM LEWIS, Liverpool, Printer Oct 27 Gradwell & Co, Liverpool

AGAR, WILLIAM TALBOT, Milford on Sea, Hants Dec 1 Haigh, Coleman st

AMFERTHALER, GODFREY, Arie Court, nr Cheltenham, Butler Oct 13 Tatham & Lounds, Old Broad st

BESWICK, ROBERT, Ebbwston, Yorks Joiner Nov 14 Whitehead, Pickering

BROWN, SOPHIA HELENA, Macclesfield, Holloway Oct 18 Mackrell & Co, Cannon st

CHALLICE, ELIZABETH JANE PELLEV, Bispham, nr Blackpool Oct 14 Wharton & Wilde, Manchester

CHARLTON, EDWARD, South Shields, Master Mariner Oct 2 Tindle, South Shields

CHARNOCK, ELEANOR, Stalybridge Oct 12 Whitehead, Stalybridge

COWANS, JOSEPH, Bedlington, Northumberland, Innkeeper Oct 31 Webb, Morpeth

DENNEY, AGNES, Lancaster Oct 16 Hall & Co, Lancaster

DENNEY, MARY, Lancaster Oct 16 Hall & Co, Lancaster

DYSON, WILLIAM HENRY, Farnworth, nr Bolton Oct 15 Fielding & Farnthorough, Bolton

FRASER, THOMAS, St Anne's on Sea, Lancs Oct 15 Payne & Co, Manchester

GROVES, JOHN, Birmingham, Jet Manufacturer Oct 25 Lane & Co, Birmingham

HAIGER, THOMAS BLAKY, Yorks, Cigar Merchant Nov 10 Turner, York

HARTLEY, JOHN, Thornton, Bradford Oct 31 Weatherhead & Knowles, Bradford

HUGHES, ELIZABETH, Llanfenni, Anglesey Oct 16 Jones, Bangor

JENNENS, EMMA, Malvern Wells Nov 1 Canning & Canning, Birmingham

LAWTON, WILLIAM, Bradley Green, Staffs, Farmer Oct 31 Heaton & Son, Burnham

LEES, CATHERINE, Scarborough Oct 10 Lord, Manchester

MADDOCK, THOMAS, Edgbaston, Birmingham, Director of Works Nov 1 Canning & Canning, Birmingham

MARINER, WILLIAM LESTER, Keighley, Yorks Oct 31 Spencer & Co, Keighley

MEADE, ARTHUR WILLIAM, Sandown, I of W Oct 30 Simpson & Bowen, Princes st, Bank

OWEN, ARTHUR, Huddersley, Leeds, Inspector of Schools Oct 15 Harrison & Son, Lead

PARSONS, MARY ANN, Deal Oct 22 Brown & Brown, Deal

RICHARDS, CHARLES, Tuckingsmill, Camborne, Cornwall Oct 30 Thomas, Camborne

SAMBLE, JAMES, sen, Burton upon Trent Oct 18 Samble, Burton upon Trent

SMITH, ALEXANDER MACKENZIE, Bolton Hey, Roby, Lancs Oct 16 Lacey & Co, Liverpool

STRAND, HARRY COTTEILL, Cambridge, Photographer Oct 31 Ellison & Co, Cambridge

STOKER, CHARLOTTE LOIS, Weston super Mare Oct 31 Rodgers & Co, Sheffield

SYKES, JOHN WILLIAM, Gt Winchester st Nov 1 Bawle & Co, Bedford row

TAYLOR, ELIZABETH, Leicester Oct 30 McAlpin, Leicester

TERRY, ABRAHAM, Aston, Warwick, Licensed Victualler Nov 1 Canning & Canning, Birmingham

TODT, HELEN ANN, Bow Oct 29 Oliver, Blackheath, Kent

WHITAKER, EDWIN LOWE, Sheffield, Furniture Dealer Oct 23 W & A Glossop, Sheffield

London Gazette.—FRIDAY, SEPT. 21.

ATHERTON, WILLIAM COSLEY, Alresford, Southampton Nov 5 Nicholson & Co, Princes's st, Storey's gate

ATTLEY, JOHN, Stockton on Tees Oct 31 Mawson, Durham

BABING, WILLIAM HENRY, Dean, nr Salisbury Oct 21 Wordsworth & Co, Bloomsbury sq

BARNWELL, JOHN, Stone, Staffs Oct 30 Walters & Welch, Stone, Staffs

BATLY, MARTHA, Folkestone Oct 24 Bradley, Folkestone

BATLY, MARTHA, Folkestone Oct 24 Bradley, Folkestone

BERKELEY, LIEUT-COL EDWARD ROBERT, Blandbridge Oct 23 Morgan & Harrison, Old Jewry

BONELL, ALICE ELIZABETH, Teddington Oct 22 Sherrard & Sons, Gresham st

BOURNE, FANNY, Child's Ercall, Salop Oct 21 Warren & Upton, Market Drayton

BOURNER, WILLIAM, Heathfield, Sussex, Miller Oct 10 Buns, Tunbridge Wells

CAINS, ELIZABETH, Alverstoke, Hants Oct 30 Hobbs & Brutton, Portsmouth

CHAMBERS, HENRY, Sheffield Dec 31 Benson & Co, Sheffield

CHART, FANNY, Headfoldwood Common, Longwood, Sussex Oct 26 Staffarth, Bognor

CHIFFENDALE, JAMES, Sandridge, Thorne, Yorks Oct 19 Stott, Leeds

CLARE, JANE, Whitby Nov 1 Hewison & Barker, Kirby Stephen

CHIFF, JOHN B. East Middlesbrough, Yorks, Draper Sept 28 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
 COOKE, GEORGE PARKINSON, St Anne's on the Sea, Furrier Sept 26 at 11.15 Off Rec, 14, Chapel st, Preston
 COX, ALBERT, Burnley, Joiner Sept 26 at 11.30 Off Rec, 14, Chapel st, Preston
 DOTY, ALBERT HARRISON, Maindoo, Cashier Sept 26 at 11 Off Rec, 144, Commercial st, Newport, Mon
 DUFF, JOHN LOKER, Roker, Sunderland, Builder Sept 26 at 8 Off Rec, 3, Manor pl, Sunderland
 EDMONDSON, G. E. Albemarle st, Piccadilly Sept 26 at 12 Bankruptcy bldg, Carey st
 ESCH, ARTHUR WILLIAM, Newmarket, Horse Dentist Sept 26 at 11 The White Hart Hotel, Newmarket
 FAWCOTT, WALTER, Stokes Croft, Bristol, Licensed Victualler Sept 26 at 12 Off Rec, 26, Baldwin st, Bristol
 FREEMAN, CHARLES, Barnsley, Painter Sept 26 at 10 Off Rec, 7, Regent st, Barnsley
 GARDNER, WILLIAM FREDERICK, Southampton Sept 26 at 2.30 Midland Bank chmbrs, High st, Southampton
 GUEST, WILLIAM HENRY, Leigh, Lancs, Butcher Sept 27 at 3.19, Exchange st, Bolton
 HOLLY, CHARLES HUBERT, Strood, Kent, Millwright Oct 8 at 11.30 115, High st, Rochester
 HOLMES, JOHN, Skegby Forest, Mansfield, Notts, Hawker Sept 26 at 11 Off Rec, 4, Castle pl, Park at, Nottingham
 HOON, WILLIAM, Gt Grimsby, Labourer Sept 26 at 11 Off Rec St Mary's chmbrs, Gt Grimsby
 JEFFERSON, NORA, Burnley, Dressmaker Sept 26 at 11.45 Off Rec, 14, Chapel st, Preston
 KILLEY, STANLEY W. Southampton bldg, Holborn Sept 27 at 11 Bankruptcy bldg, Carey st
 KNOWLES, JONAS EMMETT, and GEORGE FREDERICK COLES, Portsmouth, Ship Chandlers Sept 27 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 LLOYD, JOSHUA, and DAVID JOHNSTONE, Handsworth, Tailors Sept 26 at 12 191, Corporation st, Birmingham
 MACBETH, HASTINGS, Broad at House, New Broad st, Mining Agent Sept 27 at 12 Bankruptcy bldg, Carey st
 NICHOL, JAMES CAY, South Shields, Builder Sept 26 at 11 Off Rec, 30, Arley st, Newcastle on Tyne
 PERRY, SIDNEY, Filton, Somerset, Smith Sept 26 at 11.30 Off Rec, 26, Baldwin st, Bristol
 PHILLIPS, ALPHRED CHARLES, Fishponds, Bristol, Cycle Dealer Sept 26 at 11.45 Off Rec, 26, Baldwin st, Bristol
 POLIKOFF, DA, Commercial st East, Mantle Maker Sept 26 at 11 Bankruptcy bldg, Carey st
 PRIGBY, DUNCAN CHARLES HENRY, Cnder Hall, Saffron Walden, Essex Sept 26 at 3 The Rose and Crown Hotel, Saffron Walden
 ROSS, SAMUEL, Benwick, nr March, Cambridge, Clothier Sept 27 at 11.30 Off Rec, 5, Petty Cury, Cambridge
 STEEN, CHARLES FRANK, Coldharbour in, Brixton, Builder Sept 27 at 12 Bankruptcy st, Carey st
 THORSON, JOHN L. Delancy st, Westminster, Stockbroker Sept 27 at 11 Bankruptcy bldg, Carey st
 UDEN, CHARLES, Canterbury, Nurseryman Sept 27 at 9.15 Off Rec, 6A, Castle st, Canterbury
 VOLLAM, PENEY CHARLES, Llandudno, Grocer Sept 27 at 12.30 Crypt chmbrs, Eastgate row, Chester
 WATKIN, ISAAC, Chester, Painter Sept 27 at 11.30 Crypt chmbrs, Eastgate row, Chester
 WHALLEY, THOMAS, Darwen, Lancs, Painter Sept 26 at 12 Off Rec, 14, Chapel st, Preston
 WILLIAMS, ROBERT GRIFITH, Tacygrisiau, Blaenau Ffestiniog, Merioneth, Grocer Sept 27 at 11.45 Crypt chmbrs, Eastgate row, Chester
 WILSON, JOHN, Blackpool, Cabinet Maker Sept 26 at 11 Off Rec, 14, Chapel st, Preston

ADJUDICATIONS.

ALDRIDGE, ALFRED, and JOHN WALL ALDRIDGE, Hatfield rd, Willesden Green, Builders High Court Pet Sept 1 1 Ord Sept 14
 ALLEN, JOHN GEORGE, Sheffield, Canvaser Sheffield Pet Sept 13 Ord Sept 13
 AXCELL, THOMAS ROACHFORD, Southend on Sea, Builder Chelmsford Pet Sept 14 Ord Sept 14
 BATES, GEORGE EDWIN, Intake, Sheffield, Builder Sheffield Pet Aug 25 Ord Sept 15
 BAWTER, ROBIN, and HARRY CHAMBERLAIN OLEY, Mark 16, Merchants High Court Pet July 30 Ord Sept 15
 BAXTER, JOHN JAMES, Wisbech St Peter, Cambridge, Mattress Maker King's Lynn Pet Sept 14 Ord Sept 14
 BOWRO, HAROLD ROBSON, Stratton on Tees, Butcher Stratton on Tees Pet Sept 13 Ord Sept 13
 BOWERS, JAMES HENRY, Cleveland gds, Barnes, Clerk Wandsworth Pet Sept 15 Ord Sept 15
 BULTER, JAMES, Cullingworth, Yorks, Boot Maker Bradford Pet Sept 14 Ord Sept 14
 CHARLTON, WILLIAM, Blith, Northumberland, Solicitor Newcastle on Tyne Pet Sept 10 Ord Sept 14
 COATES, ALFRED, Shildon, Durham, Painter Durham Pet Sept 13 Ord Sept 13
 COCK, WILLIAM, Barnstaple, Baker Barnstaple Pet Sept 15 Ord Sept 15
 COOPER, WILLIAM, Plymouth, Fried Fish Salesman Plymouth Pet Sept 14 Ord Sept 14
 COOP, WALTER, Shorebrook, Donast, Carpenter Yeovil Pet Aug 10 Ord Sept 14
 DEALVE, LOUIS, Tavistock, General Merchant Plymouth Pet Sept 14 Ord Sept 14
 FARQUHAN, FITZROY JAMES WILKINSON, Bury st, St James High Court Pet Aug 4 Ord Sept 15
 FERMAN, CHARLES BARNBY, Painter Barnsley Pet Sept 13 Ord Sept 13
 GURST, WILLIAM HENRY, Leigh, Lancs, Butcher Bolton Pet Sept 13 Ord Sept 13
 HALS, CHARLES LAURENCE, King's Bench walk, Barrister at Law High Court Pet July 19 Ord Sept 13
 HOLLEY, CHARLES HUBERT, Strood, Millwright Rochester Pet Sept 14 Ord Sept 14
 HICKMAN, ARTHUR SAMUEL, Cradley, Worcester, Tobaccoist Stourbridge Pet Sept 13 Ord Sept 13

HOPE, WILLIAM, High Wycombe, Bucks, Job Master Aylesbury Pet Aug 30 Ord Sept 13
 ISLE, JAMES COLLIERSON, Horoscada, Lincoln, Carrier Lincoln Pet Aug 27 Ord Sept 14
 LLOYD, JOSHUA, and DAVID JOHNSTONE, Handsworth, Tailors Birmingham Pet July 26 Ord Sept 15
 MASTERS, CHARLES, Tipton, Stafford Horse Dealer Dudley Pet Sept 13 Ord Sept 13
 MORGAN, MORGAN, Pump st, Temple, Barrister at Law High Court Pet July 28 Ord Sept 12
 PAOT, GEORGE HENRY, Brynford Head, Lincoln, Corn Merchant Lincoln Pet Sept 13 Ord Sept 13
 PUGH, CHARLES, Pilsley, North Wingfield, Derby, Grocer Derby Pet Sept 13 Ord Sept 13
 RICH, HENRY, Northampton, Grocer Northampton Pet Sept 15 Ord Sept 15
 SLADE, JOHN DAVID, Croydon, Boot Maker Croydon Pet Sept 14 Ord Sept 14
 SMITH, MAURICE THOSBOLD, rd, Tailor High Court Pet Aug 1 Ord Sept 13
 TAYLOR, THOMAS, Bury St Edmunds, Manufacturer's Agent Bury St Edmunds Pet Sept 14 Ord Sept 14
 VOLLAM, PENEY CHARLES, Llandudno, Grocer Bangor Pet Sept 10 Ord Sept 14
 WALKER, HARRY KILLINGBECK, Blackburn, Stationer Blackburn Pet Aug 23 Ord Sept 15
 WATKIN, ISAAC, Chester, Painter Chester Pet Sept 13 Ord Sept 13
 WHITHEAD, JOSEPH, Barry rd, East Dulwich, Cement Merchants High Court Pet Aug 30 Ord Sept 15
 WRIGHT, ROBERT FRANCIS, Felixstowe, Hairdresser Ipswich Pet Sept 13 Ord Sept 13
 WRIGHT, ROBERT JAMES, Hitchin, Builder Luton Pet Aug 25 Ord Sept 15

London Gazette.—FRIDAY, Sept. 21.

RECEIVING ORDERS.

ADAM, MAUGHAN MERCER, Park st, Grosvenor sq High Court Pet Aug 16 Ord Sept 17
 ARCHBOLD, WILLIAM ARCHBOLD, Alnwick, Northumberland, Auctioneer Newcastle on Tyne Pet Sept 4 Ord Sept 18
 ASPIALL, FREDERIC KENTON, Ram-bolton, Lancs, Printer Bolton Pet Sept 17 Ord Sept 17
 BASTEN, GEORGE WILLIAM, Southsea, Hants, Builder Portsmouth Pet Aug 30 Ord Sept 17
 BLOOMFIELD, FREDERICK, Ipswich, Tailor Ipswich Pet Aug 31 Ord Sept 17
 CLIFTON, WILLIAM, Dear st, Sobo, Shirtmaker High Court Pet Aug 18 Ord Sept 17
 COLLINS, ARTHUR, Farringdon st, Manager of Caters Guides, Limited High Court Pet Aug 9 Ord Sept 17
 COLLINS, FRANCIS GEORGE, Devonport, Tobaccoist Plymouth Pet Sept 17 Ord Sept 17
 COPPING, PENEY WILLIAM, Hoxne, Suffolk Ipswich Pet Sept 19 Ord Sept 19
 COTTELL, JONATHAN, Ash, nr Whitechurch, Salop, Farmer Crewes Pet Sept 18 Ord Sept 18
 EDMUNDS, ALFRED, Gilfach, Bargoed, Glam, Miner Merthyr Tydfil Pet Sept 17 Ord Sept 17
 EVANS, JOHN, Penallide, Fishguard, Pembroke, Draper Pembroke Dock Pet Sept 17 Ord Sept 17
 GAMBLE, FRED, New Cleethorpes, Fruiterer Gt Grimsby Pet Sept 18 Ord Sept 18
 GILBERT, SAMUEL, Blaenau, Mon, Grocer Tredegar Pet Sept 14 Ord Sept 14
 HEATON, RICHARD, Chapel Green, Hindley, Lancs, Licensed Victualler Wigan Pet Sept 18 Ord Sept 18
 HODSON, WILLIAM, Walsall, Baker Walsall Pet Sept 14 Ord Sept 14
 HOPKINS, CHARLES, Droitwich, Worcester, Wheelwright Worcester Pet Sept 17 Ord Sept 17
 HUTCHINSON, OLIVER, Birmingham, Baker Birmingham Pet Sept 11 Ord Sept 19
 IBBOTT, ARTHUR, Bedford, Builder Bedford Pet Sept 3 Ord Sept 19
 JAMES, HERBERT WARRINGTON, Derby, Cycle Dealer Derby Pet Sept 12 Ord Sept 18
 JONES, JAMES JOHN, Aberavon, General Dealer Aberavon Pet Sept 19 Ord Sept 19
 JONES, THOMAS, Gadsdon, nr Neath, Glam, Collier Neath Pet Sept 17 Ord Sept 17
 KEENAN, MICHAEL, Walton, Liverpool, Grocer Liverpool Pet Sept 17 Ord Sept 17
 McDIARMID, DUNCAN, Aberdeen park, Highbury, Islington High Court Pet Sept 18 Ord Sept 18
 MARTIN, WALTER, Wolverhampton, Engineer Wolverhampton Pet June 2 Ord Sept 18
 MILTON, MATTHEW WILLIAM, Chapter rd, Willesden Green High Court Pet Sept 19 Ord Sept 19
 MITCHELL, EDWARD HENRY, Manchester, Estate Agent Manchester Pet Sept 19 Ord Sept 19
 MORGAN, WILLIAM, Cardiff, Grocer Cardiff Pet Sept 4 Ord Sept 18
 NUGENT, MATTHEW, Nante st, Old Kent rd, Sheep Skin Rug Manufacturer High Court Pet Sept 19 Ord Sept 19
 PARTITT, OLIVER CALLE, Westbury Park, Bristol, Plumber Bristol Pet Sept 19 Ord Sept 19
 POEL, WILLIAM, Jun, Romford, Essex, Cattle Dealer Chelmsford Pet July 24 Ord Sept 17
 REEVES, H. Brighton, Sussex Brighton Pet Sept 5 Ord Sept 18
 RICHARD, TREVOR GLASSBROOK, Ravenhill, nr Swansea Swansea Pet June 12 Ord Sept 18
 RILEY, HARRY, Hatcliffe, Painter York Pet Sept 17 Ord Sept 17
 RUMALL, CHARLES ALFRED, Lindfield, Sussex Brighton Pet June 22 Ord Sept 18
 SODER, FREDERICK, Basingstoke, Fruiterer Winchester Pet Sept 18 Ord Sept 18
 THORSON, WILLIAM ELIJAH, Soe's, Norfolk, Farmer Ipswich Pet Sept 19 Ord Sept 19
 VERN, DAVID REES, Treycroft, Aberdare, Glam, Collier Aberdare Pet Sept 19 Ord Sept 19
 WADE, WILLIAM, Crewes, Build-r Crewes Pet Sept 17 Ord Sept 17
 WEBB, FREDERICK JAMES, Felixstowe, Dairyman Ipswich Pet Sept 17 Ord Sept 17

FIRST MEETINGS.

ADAM, MAUGHAN MERCER, Park st, Grosvenor sq Oct 1 at 12 Bankruptcy bldg, Carey st
 AXCELL, THOMAS ROACHFORD, Southend on Sea, Builder Oct 1 at 12 14, Bedford row
 BATES, GEORGE WILLIAM, Intake, Sheffield, Builder Oct 1 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 BLOOMFIELD, FREDERICK, Ipswich, Tailor Oct 3 at 10.30 Off Rec, 36, Princes st, Ipswich
 CASTWRIGHT, THOMAS, Bradford, Saw Mill Proprietor Oct 1 at 3 Off Rec, 29, Tyrral st, Bradford
 CHADWICK, JOHN, Blackpool, Licensed Victualler Oct 2 at 11 Off Rec, Green st, Oldham
 CLIFTON, WILLIAM, Dear st, Scho, Shirt Maker Oct 3 at 12 Bankruptcy bldg, Carey st
 COATES, ALFRED, Shildon, Durham, Painter Oct 2 at 3 Off Rec, 3 Manor pl, Sunderland
 COCK, WILLIAM, Barnstaple, Baker Oct 2 at 3 94, High st, Barnstaple
 COLLINS, ARTHUR, Farringdon st, Manager of Caters Guide (Limit 3) Oct 1 at 11 Bankruptcy bldg, Carey st
 COLLINS, FRANCIS GEORGE, Devonport, Tobaccoist Oct 3 at 11 Off Rec, 6, Athensum ter, Plymouth
 COOPER, WILLIAM, Plymouth, Fried Fish Salesman Oct 2 at 11 Off Rec, 6, Athensum ter, Plymouth
 COX, CHARLES JAMES, Gt Yarmouth, Licensed Victualler Oct 1 at 12.30 Off Rec, 8, King st, Norwich
 DEALVE, LOUIS, Tavistock, Devon, General Merchant Oct 1 at 11 Off Rec, 6, Athensum ter, Plymouth
 EDMUNDS, ALFRED, Gilfach, Bargoed, Glam, Miner Oct 2 at 12 133, High st, Merthyr Tydfil
 GILBERT, SAMUEL, Blaenau, Mon, Grocer Oct 1 at 3 133, High st, Merthyr Tydfil
 HARRIS, GEORGE JOSHUA, Swansea, Commission Agent Sept 29 at 11 Off Rec, 31, Alexandra rd, Swansea
 HARRISON, JAMES, St Albans, Baker Oct 3 at 12 14, Bedford row
 HOPKINS, CHARLES, Droitwich, Worcester, Wheelwright Oct 1 at 11.30 45, Copenhagen st, Worcester
 JOHNSON, GEORGE, Lawford, Essex, Farmer Oct 1 at 11 Townhall, Manningtree
 KELL, ESAU JAMES RICHARD, Southend on Sea, Auctioneer Oct 1 at 3 14, Bedford row
 LUCKETT, GURST, Aylesbury, Bucks, Architect Sept 29 at 12 1, St Aldates, Oxford
 MASTERS, CHARLES, Tipton, Horse Dealer Oct 1 at 11 Off Rec, 189, Wolverhampton st, Dudley
 McIVER, JOHN, Cardiff, Travelling Draper Oct 2 at 10 Off Rec, 117, St Mary st, Cardiff
 NUGENT, MATTHEW, Nante st, Old Kent rd, Sheep Skin Rug Manufacturer Oct 2 at 11 Bankruptcy bldg, Carey st
 PAOT, GEORGE HENRY, Brynford Head, Lincoln, Corn Merchant Sept 29 at 12 Off Rec, 31, Silver st, Lincoln
 RILEY, HARRY, Hatcliffe, Painter Oct 1 at 3 Off Rec, The Red House, Duncombe pl, York
 RUSSELL, GEORGE WILLIAM, Chiswick, Draper Oct 2 at 12 14, Bedford row
 SLADE, JOHN DAVID, Croydon, Bootmaker Oct 2 at 11.30 132, York rd, Westminster Bridge
 TAYLOR, THOMAS, Bury St Edmunds, Manufacturer's Agent Oct 3 at 2 Off Rec, 36, Princes st, Ipswich
 THORSON, WILLIAM ELIJAH, Soe's, Norfolk, Farmer Oct 3 at 13 Off Rec, 36, Princes st, Ipswich
 UNWORTH, JOSEPH, St Helens, Lancs, Retail Butcher Oct 1 at 2.30 Off Rec, 35, Victoria st, Liverpool
 WAKFORD, ALBERT EDWARD, Liverpool, Clothier Oct 1 at 10.30 Off Rec, 35, Victoria st, Liverpool
 WEBB, FREDERICK JAMES, Felixstowe, Dairyman Oct 3 at 11 Off Rec, 36, Princes st, Ipswich
 WRIGHT, ROBERT FRANCIS, Felixstowe, Hairdresser Oct 3 at 11.15 Off Rec, 36, Princes st, Ipswich

ADJUDICATIONS.

ASPIALL, FREDERIC KENTON, Ram-bolton, Lancs, Printer Bolton Pet Sept 17 Ord Sept 17
 BRADLEY, FRANK WILLIAM, Ryder st, St James', Commission Agent High Court Pet July 12 Ord Sept 19
 BUTTERWORTH, FREDERICK, Bolton, Lancs Bolton Pet Aug 7 Ord Sept 18
 CHADWICK, JOHN, Blackpool, Licensed Victualler Oldham Pet Aug 18 Ord Sept 18
 COLLINS, FRANCIS GEORGE, Devonport, Tobaccoist Plymouth Pet Sept 17 Ord Sept 17
 COPPING, PENEY WILLIAM, Hoxne, Suffolk Ipswich Pet Sept 19 Ord Sept 19
 COTTELL, JONATHAN, Ash, nr Whitechurch, Salop, Farmer Nantwich and Crewes Pet Sept 18 Ord Sept 18
 COX, CHARLES JAMES, Gt Yarmouth, Norfolk, Licensed Victualler Gt Yarmouth Pet Sept 14 Ord Sept 19
 EDMUNDS, ALFRED, Gilfach, Bargoed, Glam, Miner Merthyr Tydfil Pet Sept 17 Ord Sept 17
 EVANS, JOHN, Penallide, Fishguard, Pembroke, Draper Pembroke Dock Pet Sept 17 Ord Sept 17
 GAMBLE, FRED, New Cleethorpes, Fruiterer Gt Grimsby Pet Sept 18 Ord Sept 18
 GILBERT, SAMUEL, Blaenau, Grocer Tredegar Pet Sept 14 Ord Sept 14
 GOMESALL, FREDERICK WALKER, Bradford, Tailor Bradford Pet Aug 22 Ord Sept 19
 HALL, JOHN CHARLES BAXTER, Moorwood, Leeds Leeds Pet May 23 Ord Sept 6
 HEATON, RICHARD, Chapel Green, Hindley, Lancs, Licensed Victualler Wigan Pet Sept 18 Ord Sept 18
 HOPKINS, CHARLES, Droitwich, Worcester, Wheelwright Worcester Pet Sept 17 Ord Sept 17
 HOBLEY, WILLIAM MORRIS, Warwick, Baker Warwick Pet Aug 15 Ord Sept 18
 HUPTEL, MEYER, Moleay st, Curtain rd, Cabinet Maker High Court Pet Aug 21 Ord Sept 15
 HUGHES-PATRE, WILLIAM, Harley st High Court Pet July 13 Ord Sept 17
 JONES, JAMES JOHN, Aberavon, Glam, General Dealer Neath and Aberavon Pet Sept 19 Ord Sept 19
 JONES, THOMAS, Gadsdon, nr Neath, Glam, Collier Neath and Aberavon Pet Sept 17 Ord Sept 17
 KEENAN, MICHAEL, Walton, Liverpool, Grocer Liverpool Pet Sept 17 Ord Sept 17
 LAWRENCE, W J, Morrice Town, Devonport, Baker Plymouth Pet Aug 17 Ord Sept 19

MILTON, MATTHEW WILLIAM, Chapter rd, Willeiden Green High Court Pet Sept 19 Ord Sept 19
MITCHELL, EDWARD HENRY, Manchester, Estate Agent Manchester Pet Sept 19 Ord Sept 19
MORGAN, WILLIAM, Cardiff, Grocer Cardiff Pet Sept 4 Ord Sept 19
POWELL, WALTER, Wilcott Farm, Gt Ness, Salop, Farmer Shrewsbury Pet Aug 30 Ord Sept 19
PRICE, JOSEPH WILLIAM, Cale st, Chelsea, Publican High Court Pet Sept 19 Ord Sept 19
RICKARDS, GEORGE, Charing Cross High Court Pet July 23 Ord Sept 17
RILEY, HARRY, Harrington, Painter York Pet Sept 17 Ord Sept 17
RODER, FREDERICK, Basingstoke, Fruiterer Winchester Pet Sept 19 Ord Sept 19
TROWER, WILLIAM BELJAM, Scole, Norfolk, Farmer Ipswich Pet Sept 19 Ord Sept 19
UDEN, CHARLES, Canterbury, Greengrocer Canterbury Pet Sept 8 Ord Sept 17
VENN, DAVID REES, Treconon, Aberdare, Glam, Collier Aberdare Pet Sept 19 Ord Sept 19
WERN, FREDERICK JAMES, Folkestone, Dairyman Ipswich Pet Sept 17 Ord Sept 17

ADJUDICATION ANNULLED.

PAPAYANNI, NICHOLAS, The Prince of Wales Hotel, Southampton, Cotton and Ship Broker Liverpool Adjud Dec 29, 1905 Annul Aug 16, 1906

London Gazette.—TUESDAY, Sept. 25.

RECEIVING ORDERS.

BOLTON, WILLIAM EDWARD, St Paul's Walden, Herts Luton Pet Sept 30 Ord Sept 20
BULLPITT, JOHN, Medstead, Hants, Insurance Agent Winchester Pet Aug 24 Ord Sept 20
CHESTERMAN, EDWIN, Horsfield, Bristol, Carpenter Bristol Pet Sept 23 Ord Sept 23
COMBER, CHARLES, Westcliff, Southend on Sea, Essex, Builder Chelmsford Pet Sept 30 Ord Sept 20
COWLING, WILLIAM, Moor Monkton, Yorks, Farmer York Pet Sept 20 Ord Sept 20
DAVIES, WILLIAM, Cilfynydd, Glam, Collier Pontypridd Pet Sept 21 Ord Sept 21
DAVIES, SAMUEL, Maccles, Glam, Insurance Agent Cardiff Pet Sept 19 Ord Sept 19
FARNWORTH, ALBERT, Rambottom, Lancs, Boot Maker Bolton Pet Sept 20 Ord Sept 20
HALL, OWEN, Thwaite All Saints, Norfolk, Fowl Dealer Norwich Pet Sept 20 Ord Sept 20
HAYTHORNTWATER, MARGARET, Ayrington, Fruit Merchant Blackburn Pet Sept 5 Ord Sept 17
HEARLE, ARTHUR WILLIAM, Plymouth Plymouth Pet Sept 22 Ord Sept 22
HOSKINS, JOSEPH, Rochdale, Engraver Manchester Pet Sept 30 Ord Sept 20
LOCKYER, HENRY THOMAS, Castleford, Yorks, Butcher Wakefield Pet Sept 19 Ord Sept 19
MADDOCK, WILLIAM, Moss Side, Manchester, Pawnbroker Manchester Pet Sept 21 Ord Sept 21
MARION, ELIZABETH, Middlebrough, Fried Fish Dealer Middlebrough Pet Sept 19 Ord Sept 21
MARTIN, JOHN REMINGTON, Gloucester rd, Regent's Park, Licensed Victualler High Court Pet Sept 20 Ord Sept 20
PARTINGTON, ENOCH, Boothstown, Lancs, Grocer Salford Pet Sept 20 Ord Sept 20
PETERS, THOMAS, Dale End, Birmingham, Warwick, Publican Birmingham Pet Sept 7 Ord Sept 20
PHILLIPS, THOMAS, Aberdare, Aberdare, Glam, Grocer Aberdare Pet Sept 21 Ord Sept 21
PITT, ERNEST ADDINGTON, Upper Norwood, Stationer Wandsworth Pet Sept 20 Ord Sept 20
ROBERTSON, DUNCAN DOUGLAS, St Lawrence House, Trump st, Chartered Accountant High Court Pet Sept 21 Ord Sept 21
ROGERS, CHARLES, Rochdale, Plumbers' Merchant Rochdale Pet Sept 21 Ord Sept 21
SAUMAREZ, HON A, Grosvenor gdns, Director of Public Companies High Court Pet July 2 Ord Sept 20
THOMAS, WILLIAM JAMES LAUDER, St Tudy, Cornwall, Carpenter Truro Pet Sept 22 Ord Sept 23
THOMPSON, ROBERT OWEN, Brighton, Electrical Engineer Brighton Pet Sept 19 Ord Sept 19
WALKINGTON, RICHARD, FRANK WALKINGTON, MARK WALKINGTON, and GAINES WALKINGTON, Leeds, Fancy Box Makers Leeds Pet Sept 21 Ord Sept 21
WARD, FRED, Sutton St Edmunds, Lincs, Farmer King's Lynn Pet Sept 21 Ord Sept 21
WARD, JOHN, Finsbury pvt, Auctioneer High Court Pet Aug 9 Ord Sept 20
WATERS, JOHN, Small Heath, Birmingham, Managing Director Birmingham Pet Sept 22 Ord Sept 23
WILKE, GEORGE, Quatford, nr Bridgnorth, Builder Madeley Pet Sept 21 Ord Sept 21
WOODCOCK, JOS WILLIAM, Birkenhaw, Yorks, Farmer Dewsbury Pet Sept 20 Ord Sept 20
WRIGHT, WILLIAM POPPY, Wood Norton, Norfolk, Farmer Norwich Pet Sept 21 Ord Sept 21

Amended notice substituted for that published in the London Gazette of Sept 21:

MITCHELL, EDWARD HENRY, Manchester, Estate Agent Manchester Pet Sept 19 Ord Sept 19

FIRST MEETINGS.

ALLSOP, BENJAMIN JOHN, Birmingham, Wine Merchant Oct 3 at 11 191, Corporation st, Birmingham
APPLIN, VINCENT JASSEN, Hampton Oct 3 at 11.00 132, York rd, Westminster Bridge
ARCHBOLD, WILLIAM ARCHBOLD, Ayrwick, Northumberland, Auctioneer Oct 5 at 2.00 Off Rec, 30, Mosley st, Newcastle-on-Tyne
ASTFALL, FREDERICK KENTON, Rambottom, Lancs, Printer Oct 3 at 3 13, Exchange st, Bolton
BAXTER, JOHN JAMES, Wisbech St Peter, Cambridge, Mattress Maker Oct 3 at 12.30 Off Rec, 8, King st, Norwich
BOBROW, HAROLD ROBERT, Stockton on Tees, Butcher Oct 4 at 11 Off Rec, 8, Albert rd, Middlebrough
BOWERS, JAMES HENRY, H M Prison, Brixton Oct 5 at 11.30 132, York rd, Westminster Bridge

BULLPITT, JOHN, Medstead, Hants, Insurance Agent Oct 4 at 8.30 Off Rec, Midland Bank chmbrs, High st, Southampton
COPPING, PERCY WILLIAM, Hoxne, Suffolk Oct 19 at 2 Off Rec, 26, Princess st, Ipswich
COWLING, WILLIAM, Moor Monkton, Yorks, Farmer Oct 4 at 3 Off Rec, The Red House, Duncombe pl, York
DOWELL, WALTER, Richmond, Yorks, Engineer Oct 3 at 11.30 Court House, Northallerton
EVALD, JOHN, Penslade, Fishguard, Pembroke, Draper Oct 5 at 1 Temperance Hall, Pembroke Dock
FARNWORTH, ALBERT, Rambottom, Lancs, Boot Maker Oct 5 at 3 19, Exchange st, Bolton
FORD, CHARLES LEONARD, Woodley, nr Stockport, Ironmonger Oct 5 at 11 Off Rec, Castle chmbrs, Vernon st, Stockport
HAYES, HERBERT CHARLES, Bradway, Derby, File Manager Oct 4 at 12 Off Rec, Fiptree in, Sheffield
HEATON, RICHARD, Chapel Green, Hindley, Lancs, Licensed Victualler Oct 4 at 3 19, Exchange st, Bolton
HICKMAN, ARTHUR AMUEL, Cradley, Worcester, Tobaccoconist Oct 3 at 11 Off Rec, 199, Wolverhampton st, Dudley
HODSON, WILLIAM, Walsall, Baker Oct 3 at 11 Off Rec, Wolverhampton
HOPS, WILLIAM, High Wycombe, Job Master Oct 3 at 11 1, St Aldates, Oxford
JAMES, HERBERT WASHINGTON, Derby, Cycle Dealer Oct 3 at 12 Off Rec, 47, Full st, Derby
JONES, THOMAS, Cadroxton, nr Neath, Glam, Collier Oct 3 at 11 Off Rec, 31, Alexandra rd, Swansea
LOCKYER, HENRY THOMAS, Castleford, Yorks, Butcher Oct 3 at 11 Off Rec, 6, Bond ter, Wakefield
MCDIARMID, DUNCAN, Aberdeen pk, Highbury Oct 4 at 13 Bankruptcy bldgs, Carey st
MAKING, ARTHUR, Mordake, Author Oct 4 at 11 33 132, York rd, Westminster Bridge
MARTIN, JOHN REMINGTON, Gloucester rd, Regent's Park, Licensed Victualler Oct 5 at 11 Bankruptcy bldgs, Carey st
MILTON, MATTHEW WILLIAM, Chapter rd, Willeiden Green Oct 5 at 11 Bankruptcy bldgs, Carey st
MOORE, THOMAS, Derby, Baker Oct 3 at 11 Off Rec, 47, Full st, Derby
MUNNS, FREDERICK, Langrave, Beds, Builder Oct 3 at 12 Off Rec, 32, Bridge st, Northampton
NEAL, WILLIAM GEORGE, Wendover, Bucks, Journalist Oct 4 at 12 1, St Aldates, Oxford
NORFOLK, HUGH ALLAN, Addlestone, Surrey Oct 4 at 12.30 132, York rd, Westminster Bridge
RICH, HENRY, Northampton, Grocer Oct 3 at 3 Off Rec, 32, Bridge st, Northampton
ROBERTSON, DUNCAN DOUGLAS, St Lawrence House, Trump st, Chartered Accountant Oct 4 at 13 Bankruptcy bldgs, Carey st
SAUMAREZ, HON A, Grosvenor gdns, Director of Public Companies Oct 5 at 12 Bankruptcy bldgs, Carey st
SODER, FREDERICK, Basingstoke, Fruiterer Oct 4 at 2 Off Rec, Midland Bank chmbrs, High st, Southampton
THOMPSON, ROBERT OWEN, Brighton, Electrical Engineer Oct 3 at 12 Off Rec, 4, Pavilion bldgs, Brighton
UTTLEY, THOMAS, Longsight, Manchester, Tin Trunk Manufacturer Oct 3 at 3 Off Rec, Byrom st, Manchester
VENN, DAVID REES, Treconon, Aberdare, Glam, Collier Oct 3 at 12 136, High st, Merthyr Tydfil
WALKERS, HARRY KILLINGSBEC, Blackburn, Picture Post Card Printer Oct 3 at 10.30 County Court House, Blackburn
WOODCOCK, JOS WILLIAM, Birkenhaw, Yorks, Farmer Oct 3 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
WRIGHT, ROBERT JAMES, Hitchin, Herts, Builder Oct 3 at 12.30 Off Rec, 32, Bridge st, Northampton
WRIGHT, WILLIAM POPPY, Wood Norton, Norfolk, Farmer Oct 6 at 12.30 Off Rec, 8, King st, Norwich

ADJUDICATIONS.

BOLTON, WILLIAM EDWARD, St Paul's Warden, Herts Luton Pet Sept 30 Ord Sept 20
COLLING, ARTHUR GORDON, Farrington st High Court Pet Aug 9 Ord Sept 20
COMBER, CHARLES, Westcliff, Southend on Sea, Builder Chelmsford Pet Sept 30 Ord Sept 20
COOKE, THOMAS HENRY, Edgborough, Miller's Traveller Leominster Pet May 17 Ord Sept 20
COWLING, WILLIAM, Moor Monkton, Yorks, Farmer York Pet Sept 20 Ord Sept 21
DAVIES, SAMUEL, Maccles, Glam, Insurance Agent Cardiff Pet Sept 19 Ord Sept 19
DAVIES, WILLIAM, Cilfynydd, Glam, Collier Pontypridd Pet Sept 21 Ord Sept 21
FANCOURT, WALTER, Stokes Croft, Bristol, Licensed Victualler Bristol Pet Sept 12 Ord Sept 20
FARNWORTH, ALBERT, Rambottom, Lancs, Bootmaker Bolton Pet Sept 20 Ord Sept 20
GARDNER, WILLIAM FREEMAN, Southampton Southampton Pet Sept 11 Ord Sept 20
HALL, OWEN, Thwaite All Saints, Norfolk, Fowl Dealer Norwich Pet Sept 20 Ord Sept 20
HARRISON, JAMES, St Albans, Baker St Albans Pet Aug 10 Ord Sept 21
HAYTHORNTWATER, MARGARET, Ayrington, Fruit Merchant Blackburn Pet Sept 5 Ord Sept 21
HEARLE, ARTHUR WILLIAM, Plymouth Plymouth Pet Sept 22 Ord Sept 22
HEMING, ERNEST, Red Lion ct, Fleet st High Court Pet Aug 3 Ord Sept 20
HOSKINS, JOSEPH, Rochdale, Engraver Manchester Pet Sept 30 Ord Sept 20
JAMES, HERBERT WASHINGTON, Derby, Cycle Dealer Derby Pet Sept 12 Ord Sept 19
LOCKYER, HENRY THOMAS, Castleford, Yorks, Butcher Wakefield Pet 8-22 19 Ord Sept 19
LUCKETT, GUEST, Aylesbury, Bucks, Architect Aylesbury Pet July 27 Ord Sept 21
MADDOCK, WILLIAM, Moss Side, Manchester, Pawnbroker Manchester Pet Sept 21 Ord Sept 21
MARION, ELIZABETH, Middlebrough, Fried Fish Dealer Middlebrough Pet Sept 19 Ord Sept 19
MARSHALL, CHARLES, East Linc, Hants High Court Pet July 27 Ord Sept 21

MARTIN, JOHN REMINGTON, Gloucester rd, Regent's Park, Licensed Victualler High Court Pet Sept 20 Ord Sept 20
PARTINGTON, ENOCH, Boothstown, Lancs, Grocer Salford Pet Sept 20 Ord Sept 20
PHILLIPS, THOMAS, Aberdare, Aberdare, Grocer Aberdare Pet Sept 21 Ord Sept 21
ROGERS, CHARLES, Rochdale, Plumbers' Merchant Rochdale Pet Sept 21 Ord Sept 21
ROSEBROOK, EASTY, Birkbeck Bank chmbrs, High Holborn, Patent Broker High Court Pet June 15 Ord Sept 20
SCOTT, CHARLES EDWARD, East India Dock rd, Chancery High Court Pet Aug 7 Ord Sept 20
THOMAS, WILLIAM JAMES LAUDER, St Tudy, Cornwall, Carpenter Truro Pet Sept 23 Ord Sept 23
THOMPSON, ROBERT OWEN, Brighton, Electrical Engineer Brighton Pet Sept 19 Ord Sept 19
WALKINGTON, RICHARD, FRANK WALKINGTON, MARK WALKINGTON, and GAINES WALKINGTON, Leeds, Fancy Box Makers Leeds Pet Sept 21 Ord Sept 21
WARD, FRED, Sutton St Edmunds, Lincs, Farmer King's Lynn Pet Sept 21 Ord Sept 21
WILKE, GEORGE, Quatford, nr Bridgnorth, Builder Madeley Pet Sept 21 Ord Sept 21
WOODCOCK, JOS WILLIAM, Field Head, Birkenhaw, Yorks, Farmer Dewsbury Pet Sept 20 Ord Sept 20
WRIGHT, WILLIAM POPPY, Wood Norton, Norfolk, Farmer Norwich Pet Sept 21 Ord Sept 21
Amended notice substituted for that published in the London Gazette of Sept 21:
MITCHELL, EDWARD HENRY, Manchester, Estate Agent Manchester Pet Sept 19 Ord Sept 19

SOLICITORS' EXAMINATIONS.—Mr. THOMAS R. FROST, Solicitor, COACHBUSH candidates for the Preliminary, Intermediate, and Final Examinations, in class or by correspondence.—For particulars apply Thomas R. Frost, 38, Chancery-lane, London.

LAW.—Solicitor (24; Public Schoolman) with considerable experience (London and Country) in Management of Conveyancing, Probate, Costs, and County Court, Desires Change as Managing or Conveyancing Clerk, unsupervised; excellent references; salary £120.—R. C. W., care of "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

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